

AGENDA
REGULAR MEETING OF COUNCIL
June 24, 2019
6:00 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
 - 3.A MINUTES OF THE HISTORICAL ARCHITECTURE REVIEW BOARD MEETING HELD MAY 9, 2019.

[HARB Meeting Minutes 5-09-19.pdf](#)
 - 3.B TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD JUNE 12, 2019.

[Tax Assessor's Results Report for 6-12-19.pdf](#)
 - 3.C CONTROLLER'S REPORT FOR MONTH ENDING MAY 31, 2019.

[Controller's Report 05-31-19.pdf](#)
 - 3.D TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD JULY 10, 2019.

[Tax Assessor's Report for 7-10-19.pdf](#)
 - 3.E AGENDA FOR THE CITY PLANNING COMMISSION MEETING TO BE HELD JUNE 26, 2019.

[Agenda for City Planning Commission Meeting 6-26-19.pdf](#)

- 3.F MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD MAY 15, 2019.

[Scranton Firefighters Pension Commission Meeting 05-15-19.pdf](#)

- 3.G MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD MAY 15, 2019.

[Non-Uniform Municipal Pension Board Minutes 05-15-19.pdf](#)

- 3.H MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD MAY 15, 2019.

[Scranton Police Pension Commission Meeting 05-15-19.pdf](#)

- 3.I MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD MAY 15, 2019.

[Composite Pension Board Minutes 5-15-19.pdf](#)

- 3.J AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD JUNE 19, 2019.

[Agenda for Non-Uniform Municipal Pension Board 06-19-19.pdf](#)

- 3.K AGENDA FOR THE TAX COLLECTION COMMITTEE MEETING HELD MAY 30, 2019.

[Agenda for the Tax Collection Committee meeting 5-30-19.pdf](#)

4. CITIZENS PARTICIPATION

5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES

5.A MOTIONS.

- 5.B FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (“PENNDOT”) APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 6685 AT MULBERRY STREET (SR 3027) TO RELOCATE THE STOP BARS AND PERFORM LANE RE-STRIPING ON THE WESTERLY APPROACH OF MULBERRY STREET TO JEFFERSON AVENUE.

[Resolution-2019 Traffic Signal Permit Mulberry & Jefferson.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – ACCEPTING A DONATION FROM THE BOARD OF AMOS TOWERS PRESENTED TO THE CITY OF SCRANTON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS FOR THE PURCHASE OF A 35MM CAMERA AND THREE (3) CORDLESS TOOL KITS TO BE USED IN FIRE INVESTIGATIONS.

[Resolution-2019 Donation from Amos Towers to SFD.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH FIDELITY DEPOSIT AND DISCOUNT BANK TO PROVIDE PAYING AGENT SERVICES FOR THE CITY OF SCRANTON FROM AUGUST 1, 2019 THROUGH DECEMBER 31, 2024.

[Resolution-2019 Contract with Fidelity Bank for Paying Agent Services.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MCCLURE COMPANY AS ENERGY SERVICES COMPANY (ESCO) FOR THE CITY OF SCRANTON TO PROVIDE THE MOST IMPACTFUL CITY-WIDE ENERGY SAVINGS STRATEGY TO IMPROVE THE EFFICIENCY OF CITY OWNED-FACILITIES.

[Resolution-2019 McClure Company as Energy Services Company.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 67, 2019 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 41, 2016, AMENDING FILE OF THE COUNCIL NO. 91, 2002 "AN ORDINANCE (AS AMENDED) PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES WITHIN THE CITY OF SCRANTON; ESTABLISHING HOURS OF OPERATION; PROVIDING FOR THE INSTALLATION OF METERS AND PARKING METER RATES; AUTHORIZING THE ENFORCEMENT OF PARKING ORDINANCES AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF' BY AMENDING SECTION 3(A) TO REFLECT THE CHANGE IN HOURLY RATES" BY AMENDING SECTION 1 TO ADD A DEFINITION, SECTION 7 TO MODIFY THE USE, SECTION 14(a) AND (b) TO CHANGE THE TEMPORARY SUSPENSION, SECTION 15(a) AND (b) TO ADDRESS CHANGES FOR PERMIT PARKING, AND TO ADD SECTION 21 ADOPTING THE MAP FOR ON-STREET PARKING, SECTION 22 TO ABOLISH TIME ZONE PARKING AND TO CREATE LOADING ZONES WITHIN THE DOWNTOWN.

[Ordinance-2019 Amending FOC 41, 2016 Parking Meter Zones.pdf](#)

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 68, 2019 - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO APPROVE DOWNTOWN RESIDENTIAL PARKING RATES FOR THE DOWNTOWN SCRANTON RESIDENT PARKING PROGRAM.

[Ordinance-2019 Approve Downtown Residential Parking Rates.pdf](#)

- 6.C READING BY TITLE - FILE OF THE COUNCIL NO. 69, 2019 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 47, 2013, ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014" BY AMENDING

THE 2014 ACTION PLAN BY UTILIZING ONE HUNDRED AND TWENTY-SIX THOUSAND NINE HUNDRED AND TWO DOLLARS AND NINETY CENTS (\$126,902.90) UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) TO BUILD A TWO (2) UNIT RENTAL HOUSE FOR LOW INCOME FAMILIES IN THE CITY OF SCRANTON OR TO ACQUIRE AND REHAB TWO (2) VACANT HOUSES IN THE CITY OF SCRANTON FOR LOW INCOME FAMILIES BY AND THROUGH THE SCRANTON LACKAWANNA RESOURCES DEVELOPMENT CORPORATION A SUBSIDIARY OF THE SCRANTON LACKAWANNA HUMAN DEVELOPMENT AGENCY.

[Ordinance-2019 Amending 2014 Action Plan.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - FILE OF THE COUNCIL NO. 66, 2019 - CREATING AND ESTABLISHING SPECIAL CITY ESCROW ACCOUNT NO. 02.229640 ENTITLED "RENTAL REGISTRATION TENANT ESCROW" TO ACCEPT AND DISBURSE FUNDS RECEIVED FROM RENTAL PAYMENTS FROM TENANTS WHOSE LANDLORDS HAVE FAILED TO COMPLY WITH REGISTERING THEIR RENTAL PROPERTIES IN THE CITY OF SCRANTON PURSUANT TO FILE OF THE COUNCIL NO.58, 2016 (AS AMENDED).

[Ordinance-2019 Special City Acct Rental Registration Tenant Escrow.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 126, 2019 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REUTHER+BOWEN, PC TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2019 ROADWAY IMPROVEMENT PROJECT.

[Resolution-2019 Contract with Reuther+Bowen 2019 Roadway Improvement.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 127, 2019 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A SETTLEMENT AGREEMENT BY AND BETWEEN UGI UTILITIES, INC., (“UGI”) THE CITY OF SCRANTON (“CITY”) AND PENNSYLVANIA PUBLIC UTILITY COMMISSION (“PUC”) TO SETTLE LITIGATION FILED AGAINST THE CITY AND PUC BY UGI.

[Resolution-2019 Settlement Agreement with City UGI and PUC.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT – FOR ADOPTION – RESOLUTION NO. 128, 2019 – APPROVING AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A SETTLEMENT AND MUTUAL GENERAL RELEASE WITH 500 LACKAWANNA DEVELOPMENT COMPANY CONCERNING PROJECT NO. 400.14 FROM THE URBAN DEVELOPMENT ACTION GRANT PROGRAM FOR A LOAN IN THE AMOUNT OF \$550,000.00, PASSED BY RESOLUTION NO. 39, 2006.

[Resolution-2019 Settlement & Mutual General Release with 500 Lackawanna Development Co..pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT – FOR ADOPTION – RESOLUTION NO. 129, 2019 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT AGREEMENT BY AND BETWEEN THE COUNTY OF LACKAWANNA AND CITY OF SCRANTON PERTAINING TO A COMMUNITY RE-INVEST GRANT #2013-32 (REVISED).

[Resolution-2019 Grant Agreement Community Re-Invest Grant.pdf](#)

8. ADJOURNMENT



P E N N S Y L V A N I A

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JUN 14 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

HISTORICAL ARCHITECTURE REVIEW BOARD

CITY HALL • 340 NORTH WASHINGTON AVE., 4TH FL. • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105

May 9, 2019 Board Meeting

5:30 p.m.

Approved Minutes

I. Roll Call

Present: Richard Leonori – Chairman, Nell O’Boyle, Bill Lesniak, Katherine Kearney, Katie Gilmartin

Stakeholders invited by Councilman Evans that were present are: Justin Topa, Lackawanna Heritage Valley; Wayne Evans, Scranton Councilman; Martina Bacarella, AHA; Leslie Collins, Scranton Tomorrow; Elizabeth Baldi, Scranton Tomorrow; Ella Rayburn, Lackawanna Historical Society

Solicitor: Tim Corbett

Absent: Lee Borthwick, Jennifer Davis

Review of Minutes

Motion was made by Katie Kearney to approve April 11, 2019 meeting Minutes seconded by Nell O’Boyle; all in favor.

II. Review of Application(s) for Certificates of Appropriateness

III. Topics of Discussion

- A. Rich provided update of Historic Downtown Expansion to stakeholders:
Re: Letter to the City, Concept of review guidelines.
- B. Councilman Evans spoke with City Solicitor – the goal is to get the Expansion on the Council Agenda prior to Council’s recess.
- C. Chairman Leonori discussed meeting with PHMC with regard to their thoughts on Historic District – Benefit would be that what is governed by HARB.
- D. Councilman Evans discussed support from downtown developers.
- E. It was discussed whether or not the expansion would require a public hearing. Tim will discuss this with City Solicitor.
- F. The Board discussed the practical changes that would need to occur within the ordinance.
- G. Concerns of property owners were discussed, namely added costs and delays. The board will work with the city to address these concerns. The board would like to see the fees lessened or eliminated.
- H. Rich Leonori will continue to serve on HARB until a replacement is found.

IV. Miscellaneous

V. Date of Next Regularly Scheduled Meeting

Thursday, June 13, 2019

VI. Business for Coordinator

VII. Adjournment

Motion was made to adjourn by Nell O'Boyle and seconded by Katie Kearney; all in favor.

TAX ASSESSOR'S REPORT

Hearing Date: 06/12/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
10:00 AM	WAYMAN JAMES W & JOANN	VANDLING	00817020008		20000	12500
10:10 AM	GROMLICH DALE C & DEBORAH J	MADISON TWP	1820201000609		34000	24000
10:20 AM	CAPUANO CLIFFORD T JR & MS	ARCHBALD	09402050017		44000	31000
10:30 AM	KAROSUS ROBERT & KELLY	GREENFIELD TWP	0320301000503	DAVID TOMAINE	30000	30000
10:50 AM	RD NOTO & SON CONSTRUCTION IN	SOUTH ABINGTON TWP	09103010037	JAMES TRESSLER	95000	95000
11:10 AM	ROSS ROBERT J	OLYPHANT	1140203000110		35150	19000
11:20 AM	HOLLEY ALICIA M & MICHAEL ETAL	BLAKELY BOROUGH	10320040022		12700	12700
11:30 AM	HEALEY JAMES T & JANET Z	SOUTH ABINGTON	1010903000905		23500	22000
11:40 AM	SLAGHT MARTIN L & MELISSA A	SCRANTON CITY	1340101000453	KEVIN SMITH	25000	25000
11:50 AM	KUNDA BRIAN	SCRANTON CITY	16707040009		16000	15000
12:00 PM	WILLIAMS MILTON H & MILTON K	SCRANTON	13505030029		2550	2550
12:15 PM	SHERUDA MICHAEL L & BEVERLY A	BENTON	02904010004		78000	78000
12:20 PM	PRIESTLY FRATERNITY OF ST PET	LAPLUME	0580104000201	JOSEPH GAUGHAN	3000	EXEMPT
12:20 PM	PRIESTLY FRAT OF ST PETER INC	DALTON	0580301000101	JOSEPH GAUGHAN	69985	EXEMPT
12:30 PM	MATONE MICHAEL & KELLY & SHER	THROOP	1250103004992		50900	27900
12:50 PM	LIBERATORI EDWARD	CLARKS SUMMIT	1000604000300		21500	17000
1:00 PM	ASSEMBLIES OF GOD LOAN FUND	SCRANTON CITY	14618040022		62000	62000
1:10 PM	PEIL RYAN & SARAH B CICCONE	ROARING BROOK TWP	1700101001152	WILLIAM PETERS	52000	35000

TOTAL RECORDS 18

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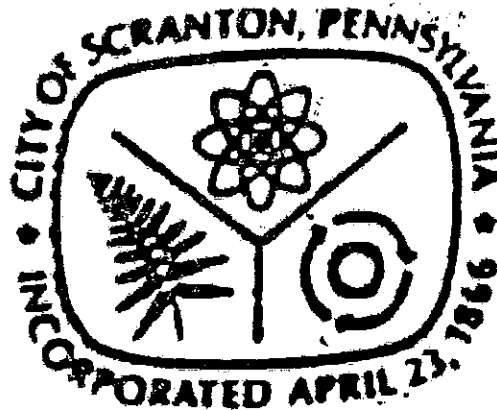
JUN 17 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

(01/01) 06/17/2019 11:49:20 AM

Melissa Maguire 5709636385

**CITY OF SCRANTON
PENNSYLVANIA**



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JUN 17 2019

**OFFICE OF CITY
COUNCIL/CITY CLERK**

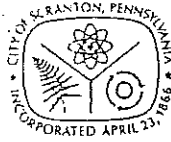
**OFFICE OF THE CITY CONTROLLER
AND BUREAU OF INVESTIGATIONS**

**ROSEANN NOVEMBRINO
CITY CONTROLLER**

**CONTROLLER'S REPORT
FOR THE MONTH ENDING
MAY 31, 2019**

City of Scranton
Pennsylvania

Roseann Novembrino
City Controller
Municipal Building
Scranton, Pennsylvania 18503
(570) 348-4125



Office of the City Controller
and Bureau of Investigations

June 17, 2019

The Honorable Mayor William L. Courtright
And
The Honorable City Council
Municipal Building
Scranton, Pa 18503

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of May, 2019.

The first section of this report includes a summary of the General Fund Activities for the month as well as a year to date revenue summary. The second section contains a detailed listing of the purchases in all departments for the period. Both sections are the end result of the review, authoritative approval, and audit procedures applicable to each section. This reflects the Controller's integral part of the internal control environment and the application of those independent audit techniques designed to provide improvement within the system and/or identify irregularities.

Rather than traditional audit reports which outline the results of an examination performed on a particular schedule within the calendar cycle, this department applies audit reviews on a daily, bi-weekly and monthly basis. Audit procedures were applied to the following financial applications which are an integral part of or have a direct impact on this report; all cash receipts flowing through the Treasurer's Office, all bank account reconciliations, Capital Budget reviews, Operating budget review/monthly reconciliation, payroll review and reconciliation, and voucher/requisition order review/authorization. Any item considered reportable would have been detailed later in this report (page 2).

This report is presented for your review. All figures are accurate as of this date but are subject to change due to subsequent postings by the Business Administration Department. Any such posting will be accounted for within the next monthly report from this department.

Sincerely,

Roseann Novembrino

Roseann Novembrino
City Controller

**CITY OF SCRANTON
GENERAL FUND EXPENDITURES
MONTH OF MAY 2019**

CODE #	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 17,074.94
11	Public Safety	-
20	City Council	28,181.94
30	Controller	29,901.81
40	Business Administration	341,827.43
41	Bureau of Human Resources	37,710.48
42	Bureau of Information Technology	41,649.07
43	Treasurer	14,001.51
51	Inspections and Licenses	87,337.88
60	Law	48,144.07
71	Police	2,223,460.04
75	Traffic Maintenance	-
78	Fire	2,245,100.77
80	Public Works	259,840.46
81	Engineering	20,730.15
82	Buildings	80,573.45
83	Highways	458,005.53
84	Refuse	455,465.25
85	Garages	155,187.67
90	Single Tax Office	108,058.46
100	Parks and Recreations	95,901.15
TOTAL DEPARTMENTAL:		\$ 6,748,152.06
NON DEPARTMENTAL		
0140	Scranton Plan	\$ -
1000	Boards and Commissions	18,399.54
1100	Utilities	-
1300	Contingency	-
1500	Special Items	457,725.49
1600	Unpaid Bills	82,412.00
1700	Grants and Contributions	80,549.66
1900	Special Items (Non Add)	-
TOTAL NON DEPARTMENTAL:		\$ 639,086.69
GRAND TOTAL:		\$ 7,387,238.75

**CITY OF SCRANTON
GENERAL FUND REVENUE REPORT
FOR THE MONTH OF MAY 2019**

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	3,270,238.22
302	Landfill and Refuse Fees	1,917,841.20
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	7,675,648.65
319	Penalties and Interest (Delinquent Taxes)	29,982.49
320	Licenses and Permits	144,274.30
330	Fines and Forfeitures	-
331	Police Fines and Violations	45,180.07
341	Interest Earnings	-
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	-
359	Local Governments (Payments in Lieu)	-
360	Departmental Earnings	39,380.00
367	Recreational Departments	2,922.00
380	Cable TV and Miscellaneous Revenue	258,961.65
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
TOTAL		\$ 13,384,928.58
MONTH TO DATE:		
	Revenues To May 2019	\$ 62,239,112.34
	Expenditures To May 2019	36,576,999.21
	NET:	\$ 25,662,113.13

*Non Add

CITY OF SCRANTON
MAY 31, 2019
GENERAL FUND REVENUE REPORT
YEAR TO DATE

CODE #	FUND SOURCE	ESTIMATED	REALIZED	UN-REALIZED
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	33,520,050.63	25,620,495.67	7,899,554.96
302	Landfill and Refuse Fees	7,267,500.00	4,504,723.48	2,762,776.52
304	Utility Tax	75,000.00	-	75,000.00
305	Non-Resident Tax	520,000.00	-	520,000.00
310	Local Taxes (Act 511)	40,692,118.03	16,406,151.09	24,285,966.94
319	Penalties and Interest (Delinquent Taxes)	249,600.00	102,598.44	147,001.56
320	Licenses and Permits	1,992,004.00	1,165,731.79	826,272.21
330	Fines and Forfeitures	165,100.00	-	165,100.00
331	Police Fines and Violations	182,750.00	310,549.21	(127,799.21)
341	Interest Earnings	150,000.00	119,162.29	30,837.71
342	Rents and Concessions	5,000.00	2,500.00	2,500.00
350	Inter-Government-Revenue Reimbursements	6,659,966.00	68,973.12	6,590,992.88
359	Local Government (Payments in Lieu)	250,000.00	175,000.00	75,000.00
360	Departmental Earnings	267,125.00	128,866.00	138,259.00
367	Recreational Departments	45,500.00	20,596.25	24,903.75
380	Cable TV and Miscellaneous Revenues	1,119,200.00	300,122.45	819,077.55
392	Interfund Transfers	4,147,793.00	657,107.00	3,490,686.00
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,656,535.55	93,464.45
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
TOTALS		\$ 110,058,706.66	\$ 62,239,112.34	\$ 47,819,594.32

PURCHASE ORDER REPORT

MONTH ENDING MAY 31, 2019

ACCOUNT BALANCES AS OF MAY 31, 2019

DEPARTMENT / ACCOUNT		2019 BUDGET	MAY, 2019		
			BEGINNING BAL	ACTIVITY	ENDING BAL.
OFFICE OF THE MAYOR					
0101000000 4270	DUES & SUBSCRIPTIONS	21,913.63	0.00		0.00
0101000000 4290	STATIONERY / OFFICE SUPPLIES	150.00	136.70		136.70
0101000000 4420	TRAVEL & LODGING	1,000.00	1,000.00		1,000.00
DEPARTMENT OF PUBLIC SAFETY					
POLICE BUREAU					
0101100071 4201	PROFESSIONAL SERVICES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	40,000.00	20,528.90	(2,175.00) 2,175.00	20,528.90
0101100071 4210	SERVICES & MAINTENANCE FEE	69,000.00	12,450.67		12,450.67
0101100071 4270	DUES & SUBSCRIPTIONS AD ASTRA, INC.	3,150.00	555.00	52.00	503.00
0101100071 4280	MISCELLANEOUS SERVICES - NON CLASSIFIED FIDELITY DEPOSIT & DISCOUNT BANK	2,000.00	1,849.35	150.00	1,699.35
0101100071 4290	STATIONERY / OFFICE SUPPLIES ELAN CITY	2,750.00	702.34	240.00	462.34
0101100071 4380	GUNS / AMMUNITION ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	30,000.00	12,410.10	(15,450.00) 15,450.00	12,410.10
0101100071 4390	MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD ORION SAFETY PRODUCTS	21,000.00	13,152.24	(1,563.76) 1,563.76 2,131.40	11,020.84
0101100071 4420	TRAVEL & LODGING MARTIN, ROBERT	4,500.00	3,699.80	46.90	3,652.90

DEPARTMENT / ACCOUNT	2019 BUDGET	MAY, 2019	
		BEGINNING BAL	ACTIVITY
0101100071 4470 TRAINING & CERTIFICATION ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD PNC BANK	50,000.00	17,317.85	(3,099.94) 3,099.94 4,806.52 <u>12,511.33</u>
0101100071 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	275,000.00	173,640.20	(174,687.80) 174,687.80 <u>173,640.20</u>
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,500.00	4,212.77	<u>4,212.77</u>
0101100071 6003 SPCA - ANIMAL CONTROL	86,976.00	25,365.54	<u>25,365.54</u>
FIRE BUREAU:			
0101100078 4201 PROFESSIONAL SERVICES FRP FIRE & RESCUE PRODUCTS 877 DESIGN WITMER ASSOCIATES, INC. JALVO, INC.	30,000.00	23,112.69	850.50 2,018.00 552.00 1,040.00 <u>18,652.19</u>
0101100078 4210 SERVICE & MAINTENANCE FEE	15,000.00	13,592.49	<u>13,592.49</u>
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	806.44	<u>806.44</u>
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE LOWE'S JALVO, INC. GLECO PAINTS, INC DUNMORE APPLANCE, INC	15,000.00	11,126.95	902.00 1,112.00 14.96 607.00 <u>8,490.99</u>
0101100078 4390 MATERIALS / SUPPLIES (MISC) S.T.A.R.T. RESCUE TRAINING, INC. JUDGE LUMBER COMPANY ROLL CALL, LLC FASTENAL COMPANY GLEN SUMMIT SPRINGS WATER	7,250.00	4,796.64	129.20 312.80 38.85 6.33 28.65 <u>4,280.81</u>
0101100078 4420 TRAVEL & LODGING DESARNO, PATRICK LUCAS, ALLEN	3,000.00	3,000.00	50.00 358.58 <u>2,591.42</u>

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	MAY, 2019 ACTIVITY	ENDING BAL.
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	5,800.43		5,800.43
0101100078 4470 TRAINING & CERTIFICATION	95,000.00	57,488.01		
FISCUS, PATRICK			727.03	
NEWHART, BRIAN			727.03	
PREBISH, MARK			852.03	
COMMONWEALTH HEALTH			15.00	
CREEGAN, JESSE			756.53	
SAMUEL, ALBERT			2,177.65	
SCHULTZ, MARK			39.50	
DAVIS, JOHN			1,564.44	
HUBERT, JOHN			29.50	
BAKER, DAVID			719.83	49,879.47
0101100078 4550 CAPITAL EXPENDITURES	853,000.00	155,642.10		155,642.10
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT JALVO, INC.	4,250.00	831.50	208.00	623.50
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00		1,000.00
0101100078 4580 GENERAL EQUIPMENT	65,000.00	45,383.43		
NAT ALEXANDER CO.			776.26	
FASTENAL COMPANY			30.42	
FRIEDMAN ELECTRIC SUPPLY			22.86	
WITMER ASSOCIATES, INC.			560.00	
MID-ATLANTIC FIRE AND AIR			8,999.00	34,994.89
OFFICE OF THE CITY CLERK / CITY COUNCIL				
0102000000 4201 PROFESSIONAL SERVICES	59,000.00	56,980.32		
EDM AMERICAS INC.			190.39	
MCCOOL, MARIA			129.00	
NARDOZZI, CATHENE			240.00	56,420.93
0102000000 4210 SERVICES & MAINTENANCE FEE	15,000.00	4,920.00		4,920.00
0102000000 4230 PRINTING & BINDING	6,250.00	2,422.67		2,422.67
0102000000 4250 ADVERTISING	31,500.00	25,774.50	679.75	25,094.75
SCRANTON TIMES				
0102000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	455.50	11.00	444.50
GLEN SUMMIT SPRINGS WATER				

DEPARTMENT / ACCOUNT		2019 BUDGET	BEGINNING BAL	MAY, 2019 ACTIVITY	ENDING BAL.
CITY CONTROLLER					
0103000000 4201	PROFESSIONAL SERVICES	40,000.00	40,000.00		40,000.00
0103000000 4230	PRINTING AND BINDING	1,000.00	1,000.00		1,000.00
0103000000 4240	POSTAGE & FREIGHT	100.00	100.00		100.00
0103000000 4270	DUES & SUBSCRIPTIONS	700.00	481.60		481.60
0103000000 4290	STATIONERY / OFFICE SUPPLIES	500.00	302.93	170.50	
	MERCER SALES & SERVICE			73.08	
	SHRED-IT			22.20	
	GLEN SUMMIT SPRINGS WATER				37.15
0103000000 4420	TRAVEL AND LODGING	500.00	500.00		500.00
BUSINESS ADMINISTRATION DEPARTMENT					
ADMINISTRATION					
0104000040 4201	PROFESSIONAL SERVICES	500,000.00	411,792.77	(20,000.00)	
	COMMONWEALTH OF PA DCED			5,308.86	
	TURNKEY TAXES			7,061.88	
	ARCADIS US, INC.			2,101.30	
	COMMONWEALTH OF PENNSYLVANIA			30.50	
	RECORDER OF DEEDS			2,535.22	
	GREENMAN-PEDERSON, INC.			(1,527.30)	
	ESCHEATED CHECKS			550.00	
	JOYCE HATALA ASSOCIATES				415,732.31
0104000040 4210	SERVICES & MAINTENANCE FEE	1,750.00	1,725.00		1,725.00
0104000040 4230	PRINTING & BINDING	1,500.00	1,500.00		1,500.00
0104000040 4240	POSTAGE & FREIGHT	34,000.00	18,861.00	5,000.00	
	POSTAGE REFILL			21.25	
	WARD, MARY PAT				13,839.75
0104000040 4250	ADVERTISING	22,500.00	13,925.20	2,005.60	
	SCRANTON TIMES				11,919.60

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL.	MAY, 2019	
			ACTIVITY	ENDING BAL.
0104000040 4270 DUES & SUBSCRIPTIONS	1,000.00	40.00		40.00
0104000040 4290 STATIONERY / OFFICE SUPPLIES	12,750.00	6,023.98		
ENCUMBERED: PREVIOUS PERIOD			(2,017.83)	
ENCUMBERED: CURRENT PERIOD			684.54	
STAPLES BUSINESS ADVANTAGE			868.98	
DIVERSIFIED BUSINESS FORMS, INC.			690.49	5,797.80
0104000040 4390 MATERIALS / SUPPLIES (MISC)	600.00	389.82		
GLEN SUMMIT SPRINGS WATER			11.55	378.27
0104000040 4420 TRAVEL & LODGING	2,500.00	2,500.00		2,500.00
0104000040 4470 TRAINING & CERTIFICATION	2,000.00	1,607.65		1,607.65
0104000040 4480 SELF INSURANCE	110,000.00	110,000.00		110,000.00
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP	3,300,718.00	1,499,218.00		1,499,218.00
0104000040 6024 BANK FEES AND CHARGES	11,000.00	10,984.00		
CHECK PRINTING FEE			36.90	10,947.10
HUMAN RESOURCES:				
0104000041 4201 PROFESSIONAL SERVICES	170,000.00	126,187.63		
WE PAY PAYROLL PROCESSING			7,739.25	
DELAWARE VALLEY HEALTH CARE CO.,			250.00	
CONCORDE, INC.			955.50	
NORTHEASTERN REHABILITATION ASSOCIATES			18.00	
MILLENNIUM ADMINISTRATORS			4,702.60	
P & A GROUP ADMIN SERVICE			401.62	112,120.56
0104000041 4290 STATIONERY / OFFICE SUPPLIES	1,000.00	1,000.00		1,000.00
0104000041 4390 MATERIALS / SUPPLIES (MISC)	500.00	60.75		
GLEN SUMMIT SPRINGS WATER			21.95	38.80
0104000041 4420 TRAVEL & LODGING	2,000.00	2,000.00		2,000.00
0104000041 4470 TRAINING & CERTIFICATION	5,000.00	5,000.00		
DISABILITY ACTION COMMISSION			30.00	4,970.00

DEPARTMENT / ACCOUNT	2019 BUDGET	MAY, 2019	
		BEGINNING BAL	ENDING BAL
0104000041 4630 LIABILITY / CASUALTY INSURANCE ABRAHAMSEN CONABOY & ABRAHAMSEN, PC OLIVER, PRICE & RHODES GALLAGHER BASSETT SERVICE DOUGHERTY, LEVENTHAL & PRICE, LLP	1,175,000.00	50,818.24	399.00 2,555.50 1,000.00 513.00 <u>46,350.74</u>
0104000041 6006 PERSONNEL COST ADJUSTMENT	7,500.00	5,639.46	<u>5,639.46</u>
INFORMATION TECHNOLOGY:			
0104000042 4201 PROFESSIONAL SERVICES	150,000.00	85,468.11	<u>85,468.11</u>
0104000042 4210 SERVICES & MAINTENANCE FEE	100,000.00	75,467.00	<u>75,467.00</u>
0104000042 4270 DUES AND SUBSCRIPTIONS	500.00	500.00	<u>500.00</u>
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	1,000.00	<u>1,000.00</u>
0104000042 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD SWIENTNICKI, FRANK SNAP-ON INDUSTRIES	75,000.00	35,288.23	(10,443.14) 2,682.60 883.20 10,443.14 <u>31,722.43</u>
0104000042 4420 TRAVEL AND LODGING	1,000.00	1,000.00	<u>1,000.00</u>
0104000042 4440 TELEPHONE COMCAST VERIZON FRONTIER	200,000.00	135,858.92	6,384.33 408.77 7,289.25 <u>121,776.57</u>
0104000042 4470 TRAINING & CERTIFICATION	35,000.00	35,000.00	<u>35,000.00</u>
0104000042 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	455,000.00	329,573.46	(43,028.54) 186,445.14 <u>186,156.86</u>
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	94,000.00	94,000.00	<u>94,000.00</u>

DEPARTMENT / ACCOUNT		2019 BUDGET	MAY, 2019	
			BEGINNING BAL	ACTIVITY
TREASURY:				
0104000043 4201	PROFESSIONAL SERVICES	13,000.00	13,000.00	
0104000043 4390	MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER DUNBAR AMORED, INC.	15,000.00	11,075.94	11.55 932.66
0104000043 6000	TAX & MISCELLANEOUS REFUNDS	5,000.00	5,000.00	
0104000043 6001	TAX COLLECTION COMMITTEE EXPENSE	500.00	500.00	
BUREAU OF LICENSES, INSPECTIONS & PERMITS LICENSE: INSPECTIONS & PERMITS:				
0105100051 4201	PROFESSIONAL SERVICES	50,000.00	44,200.00	
0105100051 4290	STATIONERY / OFFICE SUPPLIES	500.00	500.00	
0105100051 4390	MATERIALS / SUPPLIES (MISC)	500.00	500.00	
0105100051 4420	TRAVEL AND LODGING	1,000.00	1,000.00	
0105100051 4470	TRAINING & CERTIFICATION	1,000.00	1,000.00	
0105100051 4550	CAPITAL EXPENDITURES	20,000.00	14,274.09	
0105100051 4570	MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00	
0105100051 4590	BUILDING DEMOLITION	150,000.00	140,575.00	

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	MAY, 2019 ACTIVITY	ENDING BAL.
BUREAU OF BUILDINGS:				
0105100082 4201 PROFESSIONAL SERVICES	5,000.00	3,700.00		3,700.00
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	150,000.00	116,381.14		
ROSSI ROOTER LLC			500.00	
HARBOR FREIGHT TOOLS USA			48.99	
PA DEPARTMENT OF LABOR & INDUSTRY			73.58	
C & C CLEANING SERVICES			2,795.00	
R E MICHEL COMPANY LLC			657.65	
NORTHEAST ELEVATOR, LLC			200.00	
J. C. EHRlich CO.			257.00	
AMERICAN JANITOR			1,740.94	
MECHANICAL SERVICE COMPANY			3,750.00	106,356.98
0105100082 4447 UGI - GAS	135,000.00	87,144.79		
UGI NORTH			3,367.84	
DIRECT ENERGY BUSINESS			14,394.65	69,382.30
0105100082 4448 PAWC - WATER	475,000.00	359,960.25		
PENNSYLVANIA AMERICAN WATER CO.			25,828.51	344,131.74
0105100082 4450 ELECTRICAL	135,000.00	89,482.17		
PPL ELECTRIC UTILITIES			12,889.17	76,593.00
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00		1,000.00
LAW DEPARTMENT:				
0106000000 4201 PROFESSIONAL SERVICES	255,000.00	218,808.50		
OLIVER, PRICE & RHODES			3,258.50	
ABRAHAMSEN CONABOY & ABRAHAMSEN, PC			4,072.50	
MICHAEL A. GENELL, ESQ.			3,201.30	
SCRANTON TIMES			128.30	
CIPRIANI & WERNER, P.C.			104.50	
MAGNA LEGAL SERVICES			454.95	
VERITEXT			335.56	
REGAN, LEVIN, BLOSS, BROWN & SAVCHAK, PC			8,550.00	198,702.89
0106000000 4210 SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		2,000.00
0106000000 4270 DUES & SUBSCRIPTIONS	3,000.00	3,000.00		
THOMSON REUTERS			431.00	2,569.00

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	MAY, 2019 ACTIVITY	ENDING BAL
0106000000 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER	500.00	327.62	18.80	308.82
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	331.02		331.02
0106000000 4420 TRAVEL & LODGING	3,500.00	3,500.00		3,500.00
0106000000 4470 TRAINING & CERTIFICATION	3,500.00	3,201.00		3,201.00
DEPARTMENT OF PUBLIC WORKS				
ADMINISTRATION BUREAU:				
0108000080 4201 PROFESSIONAL SERVICES LORE, CHRISTOPHER	10,000.00	9,876.40	63.00	9,813.40
0108000080 4210 SERVICES & MAINTENANCE FEE PA ONE CALL SYSTEM, INC.	2,040.00	1,770.75	94.48	1,676.27
0108000080 4420 TRAVEL AND LODGING	500.00	500.00		500.00
0108000080 4550 CAPITAL EXPENDITURES	10,000.00	10,000.00		10,000.00
0108000080 4570 MAINTENANCE COMMUNICATION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.	16,500.00	11,760.00	1,575.00	10,185.00
0108000080 4576 MAINTENANCE SUPER FUND SIGHT	13,000.00	13,000.00		13,000.00
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE ENCUMBERED: CURRENT PERIOD NORTH END ELECTRIC F & S SUPPLY COMPANY, INC. S & S TOOLS & SUPPLIES	1,973,900.00	1,963,612.94	84,868.29 650.00 599.99 64.07	1,877,429.59
ENGINEERING BUREAU:				
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES	69,500.00	50,600.00	6,300.00	44,300.00
0108000081 4210 SERVICES & MAINTENANCE FEE	500.00	500.00		500.00

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	MAY, 2019 ACTIVITY	ENDING BAL
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00		100.00
0108000081 4390 MATERIALS / SUPPLIES (MISC)	250.00	202.50		202.50
0108000081 4470 TRAINING & CERTIFICATION	1,000.00	910.00		910.00
HIGHWAYS BUREAU:				
0108000083 4260 RENTAL VEHICLES & EQUIPMENT ENCUMBERED: CURRENT PERIOD TITAN TREE SERVICE SWIFT FENCE CO.	300,000.00	299,625.00	1,873.80 14,400.00 875.00	282,476.20
0108000083 4340 CONSTRUCTION - PAVING MATERIAL DUNMORE MATERIALS	150,000.00	123,908.97	53,500.00	70,408.97
0108000083 4350 PAINT / SIGN MATERIAL ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD LEE ELECTRIC SUPPLY CO., INC.	25,000.00	21,257.33	(48.00) 2,744.75 48.00	18,512.58
0108000083 4357 PARKS AND RECREATION SUPPLIES	37,600.00	37,600.00		37,600.00
0108000083 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD RICHARDSON, DON DALEVILLE ACE HARDWARE WILLIAMS INDUSTRIAL SUPPLY POWELL'S SALES & SERVICE S & S TOOLS & SUPPLIES CENTRAL CLAY PRODUCTS VALLEY POWER EQUIPMENT	37,500.00	19,256.24	(3,851.26) 599.14 167.25 137.78 353.10 104.98 145.51 2,672.30 714.00	18,213.44
0108000083 4410 SALT	425,000.00	116,176.05		116,176.05
0108000083 4460 STREET LIGHTING PPL ELECTRIC UTILITIES	200,000.00	137,672.37	18,351.14	119,321.23
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE URBAN ELECTRICAL CONTRACTORS, INC.	60,000.00	35,791.37	13,212.51	22,578.86

DEPARTMENT / ACCOUNT	2019 BUDGET	MAY, 2019	
		BEGINNING BAL	ENDING BAL.
0108000083 4467 TRAFFIC SIGNAL ELECTRICITY PPL ELECTRIC UTILITIES	90,000.00	69,591.89	63,015.57
0108000083 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD FIVE STAR EQUIPMENT CO., INC. DPW SCRAP DENAPLES FIVE STAR EQUIPMENT CO., INC.	450,000.00	245,061.40	380,870.40
		(204,938.60) 5,380.00 (3,100.00) 66,849.60	
0108000083 4551 ROADWAY RESURFACING PROGRAM	875,000.00	875,000.00	875,000.00
REFUSE BUREAU:			
0108000084 4390 MATERIALS / SUPPLIES (MISC)	1,000.00	340.15	340.15
0108000084 4420 TRAVEL AND LODGING	1,000.00	948.80	948.80
0108000084 4490 LANDFILL KEYSTONE SANITARY LANDFILL COMMONWEALTH OF PENNSYLVANIA	1,300,000.00	920,304.18	767,445.66
		153,358.52 100.00	
0108000084 4550 CAPITAL EXPENDITURES	225,000.00	225,000.00	225,000.00
0108000084 4555 RECYCLING	175,000.00	175,000.00	175,000.00
GARAGES BUREAU:			
0108000085 4220 CONTRACTED SERVICES	2,500.00	1,979.57	1,979.57
0108000085 4301 GAS, OIL, LUBRICANTS ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD D. G. NICHOLAS CO. WEX BANK PAPCO	340,000.00	219,445.39	160,526.31
		(898.90) 544.15 3,123.73 38,776.35 17,373.75	

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	MAY, 2019 ACTIVITY	ENDING BAL
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE	325,000.00	234,949.31		
BUDGET TRANSFER TO: 0108000085 4360			10,000.00	
ENCUMBERED: PREVIOUS PERIOD			(9,709.85)	
ENCUMBERED: CURRENT PERIOD			7,421.04	
FASTENAL COMPANY			2,942.68	
D. G. NICHOLAS CO.			3,640.78	
A.I.T. AUTOMOTIVE			2,942.10	
DAVE'S AUTO IGNITION			330.00	
DENAPLES AUTO PARTS			3,008.00	
MANCI'S COLLISON REPAIR			1,536.24	
SCRANTON DODGE			501.77	
AIR BRAKE & EQUIPMENT CO., INC.			934.14	
JOHN SIGNS			300.00	
ELECTRO BATTERY			625.00	
JORDAN'S TOWING			400.00	
FARGIONE AUTO SERVICE			50.00	
EPSCO			20.26	
MEDICO INDUSTRIES			12,264.47	
C. G. CUSTOM TRUCKS			2,540.14	
DAILEY RESOURCES			220.00	
FIRE LINE EQUIPMENT			205.43	
BRADCO SUPPLY CO.			1,400.00	
WAYNE COUNTY FORD			29.93	
POWELL'S SALES & SERVICE			134.93	
FIVE STAR EQUIPMENT CO., INC.			55.30	
HORSE POWER HARLEY DAVIDSON			568.19	
CLEVELAND BROTHERS EQUIPMENT			4.92	
TRIPLE CITIES ACQUISITIONS, LLC			355.49	
MARTIN G. SHULDE DBA LEROY'S AUTO REPAIRS			400.00	
INDUSTRIAL ELECTRONICS, INC.			110.92	
FRP FIRE & RESCUE PRODUCTS			259.03	
EAGLE TRUCK EQUIPMENT, INC.			336.03	
DENAPLES TOWING, INC.			641.00	
JALVO, INC.			108.50	
			<u>190,372.87</u>	
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	6,500.00	1,520.64		
BUDGET TRANSFER FROM: 0108000085 4310			(10,000.00)	
ENCUMBERED: PREVIOUS PERIOD			(182.27)	
ENCUMBERED: CURRENT PERIOD			1,362.81	
A.I.T. AUTOMOTIVE			153.95	
FASTENAL COMPANY			28.32	
D. G. NICHOLAS CO.			850.44	
DAILEY RESOURCES			1,397.12	
AIR BRAKE & EQUIPMENT CO., INC.			103.50	
			<u>7,806.77</u>	

DEPARTMENT / ACCOUNT	2019 BUDGET	MAY, 2019	
		BEGINNING BAL	ENDING BAL
0108000085 4390 MATERIALS / SUPPLIES (MISC)	49,500.00	32,611.85	
ENCUMBERED: PREVIOUS PERIOD		(2,349.33)	
ENCUMBERED: CURRENT PERIOD		2,299.58	
EPSCO		11.60	
C. G. CUSTOM TRUCKS		2,902.70	
D. G. NICHOLAS CO.		1,661.28	
A.I.T. AUTOMOTIVE		214.50	
STAPLES BUSINESS ADVANTAGE		179.02	
FASTENAL COMPANY		494.16	
TRIPLE CITIES ACQUISITIONS, LLC		74.54	
NORTHEAST HYDRAULICS		359.96	
POWELL'S SALES & SERVICE		94.14	
S & S TOOLS & SUPPLIES		49.75	
PETHICK PAINT SUPPLY		107.20	
FRP FIRE & RESCUE PRODUCTS		46.82	
FRIEDMAN ELECTRIC SUPPLY		37.99	
DENAPLES AUTO PARTS		215.00	
AIR BRAKE & EQUIPMENT CO., INC.		253.96	
			25,958.98
0108000085 4401 TIRES	109,500.00	88,371.49	
ENCUMBERED: PREVIOUS PERIOD		(2,525.73)	
ENCUMBERED: CURRENT PERIOD		2,823.35	
KOST TIRE & AUTO SERVICE		9,191.50	
TOYOTA		386.48	
			78,495.89
0108000085 4420 TRAVEL AND LODGING	500.00	500.00	500.00
0108000085 4550 CAPITAL EXPENDITURES	70,000.00	59,250.00	59,250.00
0108000085 4901 MAINTENANCE (PREVENTATIVE)	7,500.00	7,070.91	7,070.91
PARKS & RECREATION DEPARTMENT			
0110000000 4280 MISC SERVICES - NON CLASSIFIED	5,000.00	4,491.15	4,491.15
0110000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00	500.00
0110000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	15,000.00	6,080.72	
N & L TRANSPORTATION, INC.		250.00	
CINTAS CORPORATION		(323.09)	
F & S SUPPLY COMPANY, INC.		762.90	
LAMEO & ASSOCIATES		355.00	
FRIEDMAN ELECTRIC SUPPLY		73.25	
S & S TOOLS & SUPPLIES		424.02	
SWIFT FENCE CO.		1,350.00	
			3,188.64

DEPARTMENT / ACCOUNT	2019 BUDGET	MAY, 2019	
		BEGINNING BAL	ENDING BAL.
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	20,000.00	19,020.25	19,020.25
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	500.00	500.00	500.00
0110000000 4370 PARKS & RECREATION SUPPLIES	11,000.00	10,473.44	(526.56)
ENCUMBERED: PREVIOUS PERIOD			270.00
KEYSTONE CONTAINER SERVICE INC.			526.56
CENTRAL CLAY PRODUCTS			10,203.44
0110000000 4420 TRAVEL AND LODGING	750.00	750.00	750.00
0110000000 4530 PERFORMING ARTS	20,000.00	7,500.00	7,500.00
0110000000 4540 SPRING / SUMMER PROGRAMS	3,000.00	1,343.67	(1,293.00)
PARKS AND RECREATION GRANT			474.67
AMERICAN SOCIETY OF COMPOSERS			2,162.00
0110000000 4550 CAPITAL EXPENDITURES	875,000.00	669,478.40	28,992.00
CHILEWSKI ENTERPRISES			4,841.00
REDLINE TOWING INC.			637,745.40
NON-DEPARTMENTAL EXPENDITURES			
0140110030 4299 ZONING BOARD	25,000.00	19,303.35	510.50
SCRANTON TIMES			2,725.00
PENETAR, DANIEL			675.00
PLEVYAK, MARY M.			15,392.85
0140110060 4299 EVERHART MUSEUM	29,000.00	0.02	0.02
0140110075 4299 SCRANTON PLAN	150,000.00	0.00	0.00
0140110080 4299 SCRANTON TOMORROW	225,000.00	0.00	0.00

DEPARTMENT / ACCOUNT	2019 BUDGET	MAY, 2019	
		BEGINNING BAL.	ENDING BAL.
0140110110 4299 SHADE TREE COMMISSION	200,000.00	124,512.53	
TITAN TREE SERVICE		5,825.00	
TRAFFIC CONTROL SERVICES		860.14	
SCRANTON TIMES		91.90	
CORKY'S GARDEN CENTER LLC		5,142.00	112,593.49
0140110120 4299 ST. CATS AND DOGS	10,000.00	10,000.00	10,000.00
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00	1,000.00
0140110140 4299 CIVIL SERVICE COMMISSION	25,000.00	4,305.50	
FIRE SERVICE TESTING COMPANY		2,570.00	1,735.50
0140110150 4299 HUMAN RELATIONS COMMISSION	1,000.00	1,000.00	1,000.00
0140110155 4299 LHVA TRAIL MAINTENANCE	24,000.00	13,500.00	13,500.00
0140115230 4299 TAN SERIES	12,750,000.00	8,805,453.82	
TAN PRINCIPLE PAYMENT (4/5/19)		413,465.40	8,391,988.42
0140115240 4299 TAN SERIES INTEREST	465,375.00	465,375.00	465,375.00
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	525,000.00	525,000.00	525,000.00
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	144,997.96	108,748.47	
BANK OF AMERICA		36,249.49	72,498.98
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	100,000.00	100,000.00
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	883,725.00	883,725.00	883,725.00
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	218,147.96	218,147.96	218,147.96

DEPARTMENT / ACCOUNT	2019 BUDGET	MAY, 2019	
		BEGINNING BAL.	ACTIVITY
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00	0.00
0140115331 4299 OPER TSF TO DBT SVC - 2019 GO BONDS BLDG	1,000.00	1,000.00	1,000.00
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	3,231,000.00	2,665,500.00	2,665,500.00
0140115333 4299 OPER TSF TO DBT SVC - 2018 TAXABLE SERIES	1,208,252.22	1,208,252.22	1,208,252.22
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,851.02	25,851.02	25,851.02
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	219,557.60	219,557.60	219,557.60
0140115337 4299 OPER TSF TO DBT SVC - ESCO LEASE BUILDING	100,000.00	100,000.00	100,000.00
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	3,614,000.00	3,614,000.00	3,614,000.00
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,875,250.00	1,875,250.00	1,875,250.00
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00	0.00
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,811.66	244,811.66	244,811.66
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING GENESEE STREET CORPORATION	421,476.00	421,476.00	421,476.00
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	102,156.57	102,156.57
0140113090 4299 CONTINGENCY	596,904.82	596,904.82	596,904.82

DEPARTMENT / ACCOUNT	2019 BUDGET	MAY, 2019	
		BEGINNING BAL	ENDING BAL.
0140113100 4299 OECD CONTINGENCY	150,000.00	2,067.34	2,067.34
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG. TSE, INC.	375,000.00	275,146.13	81,012.00
FRP FIRE & RESCUE PRODUCTS			1,400.00
			192,734.13
0140116270 4299 COURT AWARDS	725,000.00	477,592.00	477,592.00
0140117020 4299 VETERAN'S ORGANIZATION	50,000.00	0.00	0.00
0140117040 4299 OPEB TRUST FUND	100,000.00	100,000.00	100,000.00
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	1,000.00	1,000.00
0140117080 4299 TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT	275,000.00	275,000.00	275,000.00
0140117100 4299 GRANT MATCH STAFFORD MEADOWBROOK MATCH	860,499.00	345,607.00	80,549.66
			265,057.34

TAX ASSESSOR'S REPORT

Hearing Date: 07/10/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
10:00 AM	WAHLERS JOHN R	SCRANTON	13408010019		18000	
10:10 AM	HEIER RICHARD D JR	SCRANTON	16810020051		25000	
10:20 AM	GRANAHAN CATHERINE M	SCRANTON CITY	16717030027		11850	
10:30 AM	R & A LLC	SCRANTON	15710020026	GREGORY PASCALE	15500	
10:30 AM	R & A LLC	SCRANTON	16711070051	GREGORY PASCALE	14500	
10:45 AM	STRELECKI STEVE & JANET	SCRANTON W-21	14506030007		16500	
10:55 AM	JCO LLC	COVINGTON TWP	2260401000201	BOYD HUGHES	43000	
11:05 AM	ROY MICHAEL A & MARINA N	COVINGTON TWP	2050204000138	JUSTIN SULLA	92900	
11:15 AM	SPURKELAND KATHEEN & NILS	SOUTH ABINGTON TWP	10105050017		32000	
11:25 AM	LEESON GREGORY	DUNMORE	14606010018		14000	
11:35 AM	PETERSON DAVID & JANET	CLIFTON TWP	23304100011	NICOLE THOMAS	29000	
11:45 AM	CRAVATH MICHAEL	THROOP	1241603000127		31940	
11:55 AM	VITALI CATHERINE ANN	NEWTON	1200301001401	DONALD ROBERTS	39000	
11:55 AM	CONOBY JOHN & KIMBERLY	NEWTON	1200301001403	DONALD ROBERTS	10000	
12:10 PM	SMITH RICHARD & JUSTINE	NEWTON TWP	1100301000701	MARK RUDALAVAGE	42600	
12:20 PM	RIGGI JAMES & NASSER M J	NEWTON TWP	1110102000321		44000	
12:30 PM	PLIS JOHN & FALLON	MOOSIC	1850102001077	MICHAEL BAILEY	11000	
12:40 PM	REVIELLO JAMES V & JEAN A	MOOSIC	1860101004003		29500	
12:50 PM	YUHAS DAVID & SHIRLEY	OLD FORGE	18401020002		25000	
1:00 PM	OLKER WILLIAM J JR & BRITTANI	JEFFERSON TWP	1500401000610		54500	
1:10 PM	BRZOWSKI STEVEN P & DEBRA	OLYPHANT	1150905000136		28640	
1:20 PM	L G & H REALTY LLC	OLYPHANT	11414010016		10000	

TOTAL RECORDS 22

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JUN 18 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Linda Crofton 5709636385

(02/02) 06/17/2019 09:06:48 PM

34



CITY PLANNING COMMISSION

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

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JUN 18 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

CITY PLANNING COMMISSION

June 26, 2019

6:00 PM

Meeting Location
City Council Chambers 2nd Floor
City Hall
340 N. Washington Ave.
Scranton, PA

OLD BUSINESS:

1.

NEW BUSINESS:

1. Review of Final Land Development Plans by Mimi Equities LLC. for the conversion of existing building into 39 apartment units and associated parking at 614 Wyoming Ave. (C-G zone)
2. Make recommendation to Zoning Hearing Board regarding request by Brick Investment Corp. for special exception approval for a change of use (Secondary/Primary School facility with dormitory to restaurant, coffee bar, gallery, 13 offices and 12 live/work units) pursuant to Section 806.G of the Zoning Ordinance. 1800 N. Washington Ave. (former Scranton State School for the Deaf) (INS-L zone)

CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

Minutes

May 15, 2019

The Scranton Firefighters Pension Commission was called to order at 08:34 hrs. The following members were in attendance:

Chairman John Judge (Absent)

Secretary Brian Scott

Active Rep. Jim Sable (Absent)

Retired Rep. Bernard Garvey

Retired Rep. Terry Osborne

Attorney Larry Durkin

Controller Rosanne Novembrino

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Motion to accept April 2019 minutes by Osborne, second by Garvey. Motion carried.

Correspondence:

None

Bills:

Motion to pay bill for Durkin and MacDonald LCC \$797.50 by Garvey, second by Novembrino. Motion carried.

Old Business:

Jerome Scott Jr. request to reimburse pension contributions in one lump sum payment of \$10,179.45. Durkin gave written opinion that he can reimburse the pension fund and get his time back.

Motion made by Garvey to accept check for \$10,179.45 from Jerome Scott Jr. to reimburse the pension fund for his contributions he withdrew when laid off from the fire department. Second by Novembrino. Brian Scott abstained from voting due to conflict of interest. Motion carried.

Can member who is leaving fire department roll his pension contributions into NJ fire Department pension fund? Durkin will look into it.

New Business:

Passing of widow Ella Jay Parfitt in January 2019, all outstanding checks issued after her passing have had a "stop order" and have been credited back into pension fund.

Passing of Frank Stone, no widow.

Passing of widow Mary Ann Cetta Walsh.

Passing of widow Ann Jones.

Long delay with Mellon Bank complying with child support court orders. Mellon got child support court order for retiree Jay Rake in March and Anderson did not receive it from Mellon Bank until May. Durkin stated that the delay caused a missed payment. Durkin stated he is setting up a conference call with Mellon to make sure it doesn't happen again. Durkin stated the law has been updated over the years.

Osborne asked if check writing is part of PFM package. Durkin stated that when we switched pension advisers Mellon writes checks and it is a separate contract with Mellon as custodian.

Garvey asked about ordinance research in Durkin bill. Durkin stated it was requested from Judge for clarification on board members terms. Ordinance states a board member who takes the place of another board member mid-term, finishes out the remaining time left of the term of the person who is leaving.

Application for Membership: None

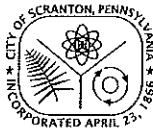
Application for Pension: None

Audience: None

Motion to Adjourn:

Motion to adjourn by Novembrino, second by Garvey. Motion Carried

City of Scranton
Pennsylvania



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JUN 19 2019
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Non-Uniform Municipal Pension Fund

MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

May 15, 2019

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, May 15, 2019 at 9:30 A.M. in City Council Chambers.

In attendance were:

John Hazzouri, President

Maggie Perry, Vice-President

Roseann Novembrino, City Controller

Danielle Kennedy, Proxy for Mayor

Lori Reed, Proxy for City Council President

Larry Durkin, Esquire, Attorney for Board

President Hazzouri asked for a motion to accept the minutes of last month's meeting held on Wednesday, April 17, 2019.

Mrs. Perry made a motion to accept the minutes from the April 17th meeting.

Mrs. Reed seconded the motion.

President Hazzouri: All in favor? (All were in favor) The ayes have it.

President Hazzouri read the following agenda item:

1. An invoice from Durkin MacDonald, LLC in the amount of \$1,972.00 for services rendered from April 16, 2019 through May 13, 2019 was presented for payment. Mrs. Novembrino made the motion to pay and Mrs. Kennedy seconded the motion. All were in favor.

President Hazzouri opened the meeting to the Board.

Attorney Durkin stated that we received Mr. Shimus' brief in support of his appeal before the Commonwealth Court. Our response is due by the end of this month so we are in the process of responding. There was nothing new in the appeal, it was all the same as we had seen before.

The report from Dr. Bednarz on Michele Phillips was received on Friday afternoon and it was forwarded to the Board members by Attorney Durkin. Attorney Durkin's recommendation to the Board is to not vote on Michele Phillips' application for disability today. He recommended that we provide a copy of this report to Miss Phillips and either set a date for a special meeting to consider it or alternatively wait until the June meeting to consider it. Either way, Attorney Durkin recommended that when we provide the report to Miss Phillips, we also tell her that the Board anticipates voting on her application at whatever meeting the Board decides and that she has the opportunity to be heard on whatever she wants to present on her application and she can respond to this report however she wants to do that. Once we give her notice and an opportunity to be heard, then it is appropriate for the Board to move ahead and vote on it. Until then, Attorney Durkin would not recommend voting on it.

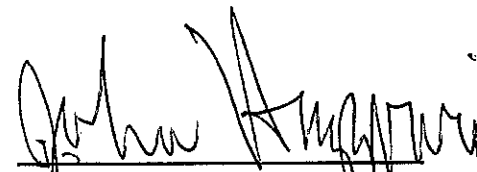
Mrs. Kennedy made a motion to hold a special meeting on Wednesday, May 29, 2019 at 9:30 a.m. for the purpose of voting on Michele Phillips' application. Mrs. Perry seconded the motion. All were in favor. It was also decided that Ms. Phillips would be notified by certified mail of the date and time of the special meeting and also be sent a copy of Dr. Bednarz's report.

President Hazzouri opened the meeting to the floor.

President Hazzouri asked for a motion to adjourn. Mrs. Novembrino made a motion to adjourn the meeting and Mrs. Perry seconded the motion. All were in favor.

Meeting adjourned at 9:36 a.m.

Minutes approved by:


John Hazzouri, President

Date:

6-19-19

Respectfully submitted:


Kathy Carrera, Recording Secretary

Date:

6-19-19

**SCRANTON POLICE PENSION
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS
MAY 15, 2019

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. JUSTIN BUTLER- PRESENT
3. NANCY KRAKE- PRESENT
4. ROSEANNE NOVEMBRINO-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

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COUNCIL/CITY CLERK**

ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

THE BOARD WENT INTO EXECUTIVE SESSION AT 1000HRS TO DISCUSS TIMOTHY HARDING'S APPLICATION FOR A DISABILITY PENSION. AT 1023HRS THE BOARD WAS IN REGULAR SESSION.

MINUTES FROM WEDNESDAY APRIL 17, 2019 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY CAMMEROTA TO ACCEPT THE MINUTES AND SECONDED BY BUTLER. THE MOTION PASSED.

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. APRIL 16, 2019 THRU MAY 13, 2019 TO THE AMOUNT OF \$942.50

A MOTION MADE BY NOVEMBRINO TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 942.50 FROM APRIL 16, 2019 THRU MAY 13, 2019. SECONDED BY KRAKE, ALL IN FAVOR MOTION PASSED.

COMMUNICATION:

A MOTION WAS MADE BY KRAKE TO RESCIND THE PREVIOUS MOTION DENYING TIMOTHY HARDING'S DISABILITY PENSION ON APRIL 17, 2019. SECONDED BY HELRING AND MOTION PASSED. MOTION WAS RESCINDED.

A MOTION WAS MADE BY HELRING TO GRANT TIMOTHY HARDING A DISABILITY PENSION. SECONDED BY KRAKE ALL IN FAVOR MOTION PASSED.

A MOTION TO ADJOURN WAS MADE BY HELRING AND SECONDED BY KRAKE. MEETING ADJOURNED AT 1040HRS.

RECEIVED

JUN 19 2019

COMPOSITE PENSION BOARD MINUTES

May 15, 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

The regular meeting of the Composite Pension Board was held on Wednesday, May 15th at 11:00AM in City Council Chambers.

The following were in attendance:

DAVID MITCHEL – Pres - Police Employee Representative
JOHN HAZZOURI – Vice Pres – Municipal Board Representative
ROBERT SENCHAK – Sect. - Fire Employee Representative
PAUL HELRING – Police Board Representative
MAGGIE PERRY – Municipal Employee Representative
DANIELLE KENNEDY – (Proxy) Mayor
LORI REED – (Proxy) City Council
ROSEANN NOVEMBRINO – City Controller
LARRY DURKIN – Durkin MacDonald (Legal Counsel)
ALEXANDER GOLDSMITH – PFM Group (Trustee)
JAMES KENNEDY – Thomas Anderson & Assoc. (Administrator)

David Mitchell... Called the meeting to order, he entertained a Motion for the Minutes of the April 17, 2019 Board meeting. **Motion to accept made by Paul Helring to accept, seconded by Danielle Kennedy, all were in favor.**

Bills:

For \$14,457.36 from PFM Asset Management for the period of 3/1 – 3/31/2019. **Motion to pay this bill made by John Hazzouri, seconded by Maggie Perry, all were in favor.**

In the amount of \$10,344.67 for the Bank of N.Y. Mellon for a cycle of 4/1/2019. **Motion to pay made by Paul Helring, seconded by John Hazzouri, all were in favor.**

A bill for \$682.50 for Durkin and MacDonald for the period of 4/16 – 5/13/2019. **Motion to pay this bill made by Roseann Novembrino, seconded by John Hazzouri, all were in favor.**

The next bill is in the amount of \$3,000.00 to Thomas Anderson & Associates for the actuarial services. **Motion to pay made by Paul Helring, seconded by John Hazzouri, all were in favor.**

Larry Durkin... Since the last meeting he was contacted by Scott Rhoades from Jim's office and there was apparently an issue with the conveyance of correspondence that Mellon was receiving from retirees in the normal course of things, they might change an address or update their withholding or whatever. But included in this batch of correspondence was a court order that required us to act and the delay in getting that information from Mellon to Jim's office wasn't ideal. That particular issue involved a retired fire fighter. We've dealt with that but he thinks the broader point is that we really shouldn't have any delays in getting this information.

He talked with Dave and they are going to try and identify who at Mellon they need to speak with to avoid this happening going forward. From what Scott was telling him it seems like the process had changed in some way which was picked up with the most recent issue. We're still working on scheduling it by hopefully next week.

Bob Senchak said something but I could not make it out. Jim said basically what happens is that Scott and I try to be representatives for the City and the retirees to make sure that you have high quality services. He doesn't know if things come in mail or fax but they are somehow getting logged in Mellon in error and they weren't forwarding it for whatever reason to us or to the City. It could be things like an address change that someone requested or updating a direct deposit and this one just happened to be this. This is the first time it didn't come through. There were four, five or six of them but this was an important one. We said we need to jump on this with the Board and Larry and put them on notice that they better figure out to make sure that this documentation is coming immediately.

Larry said it wasn't on our side but when we got it we addressed it. Jim said it had nothing to do with Tom Anderson's Office or the City. It's with Mellon on their end of the operation. Because generally what happens is retirees will communicate directly with Mellon, let's say a change of an address or something that loops around us which is fine but if there is something that they were sitting on, several pieces of communication that came in, we don't know why or what's occurring and we figured because of the court order this was the opportunity to address this very directly with them. Larry said but for the court order it wouldn't have mattered quite as much but with the court order that raises the attention level. Jim said we are the ones bringing it up to the Board and the City.

Dave asked the Board if anyone had any more questions on that, Larry said they will be having a conference call. Scott is getting the names for Larry as to who to reach out to there. Jim said the Board is paying from the pension for those services from them. We don't want to have delays. Lori said something but I couldn't make it out.

Alexander Goldsmith... Distributed his report to the Board and made his presentation. He reviewed the Market Index Performance. He reviewed the trends for the month. It is much

of a continuation of the trend that we've seen this year picking up on the trend that goes back over 2 ½ years to the end of 2016 and the lull market. At the end of last year we experienced the last quarter of 2018 stocks were off anywhere low teens to approaching 20% for the quarter.

So far this year the story has been a reversal of the volatile 4th Quarter. The year to date numbers at the end of April the U.S. stock market Russell 3000 is up 18.60. The growth stocks in sectors continue to outperform valued stocks. You can see the Russell mid cap index is leading the way year to date. That is very important this week with stock being very volatile on the news between the breakdown of talks between the U.S. and China and the imposition of tariffs.

The International Markets lagged slightly for the month. The year to date returns also lagging but still up very sharply from where they were at the end of last year. With the exception of 2017 International Stocks have largely lagged the U.S. If you think back 2017 was a strong year for the world. U.S. stocks were up 20 International was up 27 but aside from that period domestic markets have outperformed and that's largely on the fact that a lot of the G O political concerns that were seen today are weighting more heavily overseas then they are here.

Here at home the economy remains strong. GDP for the first quarter came in at 3.2%. the last 4 quarters of GDP represent the strongest 12 months for that factor going back over five years. So in the last 12 months, from March to March the strongest GDP growth here in the U.S. Last year we had 4 quarters of 20% plus corporate earnings growth, so far we've seen that again. It hasn't been as strong approaching 24% we saw last year but it's up over 20%.

Meanwhile unemployment remains 40 year lows at 3.8 super confidence is at a high since the year 2000 and the goal with the strong labor market we're starting to see wage increases across the board. The economy here remains strong. Valuations are below long term averages, both in the U.S. and overseas, even this week with the trade talks breaking down between the U.S. and China stocks have been off. The DOW had a particularly bad day last week. Even with all that over the last 7 days the U.S. stock market is only off 1.5% 800 points on the DOW is not what it was in a percentage basis even five years ago. There has been a little more volatility despite that.

As of yesterday the U.S. stock market was up 15%, internationals were up 9.5%, fixed income remains just chugging along at a positive, bond are up 3%, high yield bond were up 8% through yesterday, investment rate corporate bond were up 6%. They are continuing to reverse the trend at the end of last year.

He then reviewed the plans performance. The plan is at \$97,6906,422.00 The plan is continuing to grow even after you stopped putting the additional assets in, you're just making the regular contributions, paying out regular benefits. In spite of that it is still growing. S far year to date the plan is at 9.9% lagging the benchmark slightly which is 10.3%.

Moving through the managers he just wanted to point out some new allocations that were added: iShares Core S&P Mid Caps FTF and the Jensen Quality Growth Fund. Those were both added right at the end of March beginning of April. Jensen lagged the benchmark for the month. This is a high quality fund investing in high quality well capitalized companies that we would expect to hold up better on a down side down market. It's not a huge concern it's been only one month and the benchmark was up 4%, there were only up 2%.

Then the iShares Core Mid Cap that's a passive ETF it represents our position to be overweight in the mid cap market and continue to move assets away from large caps that are selling overseas. On the international side, generally strong out performance with the active managers, Vanguard International up 3.19 vs. benchmark was 2.64 Oppenheimer was 4.68 vs. benchmark of 2.36 year to date it's up nearly 5% while the benchmark was down nearly 7%. You really gained a lot of ground from the active managers. On the Fixed Income the active managers continue to add value with the Baird Core Plus, Doubleline Core Fixed plus the two Vanguard funds that's the performance of the manager of the plan.

He reviewed the Asset Allocation summary. There was an alert that was sent out in the beginning of April that talked about some trades that the investment committee elected to make for this portfolio and for all of their client portfolios and it was one of de-risking, getting the portfolio closer to the benchmark. That was done by getting out from the overweight to domestic equity and adding that money back into fixed income. For quite a while the plan has been underweight in fixed, overweight in equities. A lot of the losses from the end of last year have been recouped. The plan is back up to the market value basis where it was and then some. Even though we still favor the growth of equities this year, we're not expecting a recession. The economy fundamentally remains very strong. There are a number of large question marks that frankly we can't extract where we're headed. There is the potential for large volatile effect on equities and the portfolio. Knowing that we do have strong active managers in this portfolio we have elected to get back to the benchmark and rely on the active managers to outperform. So far it has benefited the plan. We made these trades in early April, the markets did climb somewhat throughout April but so far here in May especially last week that decision benefited the plan.

It's hard to tell where things are going to end up we do expect them to end higher than they started but with so much uncertainty it may be a bumpy ride. Not to harp on these things but our relationship with Iran has certainly flared up in the last week. The China situation which seemingly was resolved a month ago is deteriorating, there's still the U.S. and Russia and the Brexit issue. That's what we're looking at and saying it's hard to handicap these sort of things. That's where we are and that's where we've taken this portfolio.

He then reviewed the cash flow of the account. In April we started out with \$96.8 million -\$1 million and the return on investment of \$1.9 million that would bring us up to \$97

million. This is how the plan should be performing. Slightly off setting your monthly out flow and in time not just covering the outflows but growing the plan, making up or the misses that you had in the past, the unfunded status.


We all know that the markets are volatile. It would be nice if every quarter of every month was like this slightly offsetting the investment gain adding a little more back into the principal. Over 20 or 30 years this will be smooth out. You can see over last year it looks a little bit different obviously because of all the assets that were put into the plan. So for this year the return on investment was \$9 million that's a pretty impressive number coming into the plan vs. \$3.8 million going out for benefits.

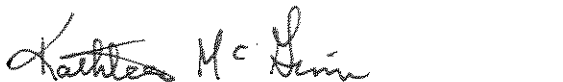
Dave asked if he had anything more current then April 30th, Al said he does but he forgot it in his car. He will e-mail it out or he could run out and get it. Dave asked him to e-mail it so he could end it out to the Board. Al said he thinks he has it as of May 15th. He apologized.

Dave asked the Board if there was any other business, no response

Motion to adjourn made by Paul Helring, seconded by Danielle Kennedy, all were in favor.

Minutes approved June 19, 2019:


David Mitchell
President

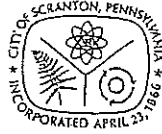

Kathleen McGinn
Recording Secretary

July 17th is our next Meeting.

City of Scranton
Pennsylvania

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JUN 19 2019



OFFICE OF CITY
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Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

AGENDA

JUNE 19, 2019

1. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 3,782.85 WHICH REPRESENTS SERVICES RENDERED FROM MAY 14, 2019 THROUGH JUNE 14, 2019.
2. RECEIVED A PENSION APPLICATION AND CHECK # 183 DATED JUNE 7, 2019 IN THE AMOUNT OF \$2,178.00 PAYABLE TO MELLON BANK FROM ANN BUNTZ, SCRANTON PUBLIC LIBRARY EMPLOYEE. MRS. BUNTZ IS 62 YEARS OF AGE AND WILL HAVE COMPLETED 22.25 YEARS OF SERVICE WHEN SHE RETIRES ON JUNE 30, 2019. SHE IS PURCHASING AN ADDITIONAL 99 MONTHS IN ORDER TO COLLECT A 31-YEAR PENSION AT \$650.00 PER MONTH.
3. RECEIVED AN INVOICE PAYABLE TO SCRANTON TIMES-TRIBUNE IN THE AMOUNT OF \$69.15 FOR ADVERTISEMENT OF SPECIAL MEETING.

4. RECEIVED CHECK #144 DATED MAY 22, 2019 IN THE AMOUNT OF \$264.00 FROM EUGENE HICKEY WHICH REPRESENTS HIS PENSION CONTRIBUTIONS FOR 2019.
5. REVIEW OF FORMER LIBRARY EMPLOYEE MICHELE PHILLIPS' REQUEST FOR A DISABILITY PENSION.



Tax Collection Committee

Chairman – William Lazor – City of Scranton
Vice Chairman – David Cerra – Carbondale SD
Secretary – Alexander J. Chelik – Mayfield Borough
Treasurer – Antoinette Lopatka – Dunmore SD

AGENDA – May 30, 2019 – 7:00 p.m
South Abington Municipal Building

1. Call to Order
 - a) Pledge of Allegiance
 - b) Roll Call
 - c) Approve Agenda
 - d) Approve Minutes of October 25, 2018
 - e) Board Reports
 - Treasurer's Report
 - Approval of bills paid since last meeting
 - Berkheimer Financial Statement Year Ending Dec. 31, 2018
2. Public Participation
3. Action/Discussion
4. Information
5. Old Business
 - a) Discussion of Berkheimer contract extension
6. New Business
 - a) Reorganization of TCC
 - b) Board of Appeals Hearing, May 14, 2019
7. Adjournment

RECEIVED

JUN 12 2019

OFFICE OF CITY
COUNCIL/CITY CLERK



Tax Collection Committee

Chairman – William Lazor – City of Scranton
Vice Chairman – David Cerra – Carbondale SD
Secretary – Alexander J. Chelik – Mayfield Borough
Treasurer – Antoinette Lopatka – Dunmore SD

Minutes of October 25, 2018

The meeting was called to order by President Bill Lazor at 7:05 p.m. with the Pledge to the Flag.

Roll call:

The following PSD's were present:

Glenburn Township	Elmhurst Township	Ransom Township
Dunmore Borough	Jermyn Borough	Mayfield Borough
Roaring Brook Township	Greenfield Township	Thornhurst Township
City of Scranton	Riverside SD	Scranton SD
Abington Heights SD	Dunmore SD	Lakeland SD
Moscow Borough		

As there were no quorum at the scheduled September 2018 meeting, the 16 PSDs present at this October 25, 2018 meeting constituted a quorum.

The agenda was approved by acclimation.

The minutes of February 22, 2018 was approved by acclimation.

Chairman Lazor discussed the two board reports available to all delegates. Included were the Berkheimer reports for January 2018 and December 2017, as well as a draft of the 2017 audit report and the TCC's Management's Discussion and Analysis.

The Treasurer's report listing a bank balance of \$16,506.59 was presented by Treasurer Antoinette Lopatka. It included the payment of the auditor's fee of \$1,500, legal fees of \$2,190, insurance payment of \$2,345, and the Webinar fee of \$127.08. There was no questions on the Treasurer's Report.

Motion by Moscow Borough second by Roaring Brook Township to approve the Treasurer's Report with payments included. Carried unanimous.

Chairman Lazor discussed the handouts which included Berkheimer Tax Innovations Financial Statement Year Ending December 31, 2017; Berkheimer Service Organization Controls (SOC) Report for period January 1, 2017 to December 31, 2017; the Independent Auditor's Report for the year ending December 31, 2017.

Chairman Lazor also discussed HR Resolution 291 and his presentation to the Lackawanna County Associations of Boroughs.

Pearl Salvo of Berkheimer discussed several items: Berkheimer is working on the state list for 2015; 50 civil complaints have been filed so far; the contract with Berkheimer ends on 12/31/2019 and proposed a 3 year or 5 year extension; Pearl stated the TCC could save \$15,227 dollars in expenses by eliminating the postcard mailing sent to clients not using the standard Berkheimer form.

Motion by Roaring Brook Township second by Dunmore SD to inform Berkheimer that the Lackawanna County Tax Collection Committee is in favor of the elimination of the postcard notification to clients that do not use Berkheimer's official EIT filing forms with a savings of approximately \$15,227.00 per year. Motion approved unanimous.

Abington Heights SD suggested the TCC revisit compliance on this matter in the future.

Chairman briefly discussed the Mandamus action filed by Scranton taxpayers on the Act 511 tax limitation alleged violations of the City of Scranton.

The next meeting will be December 13, 2018 if the South Abington Township Municipal Building is available.

Motion by Roaring Brook Township second by Riverside School District to adjourn at the call of the chair. So ordered.

WILLIAM LAZOR

From: WILLIAM LAZOR
Sent: Friday, May 24, 2019 1:54 PM
To: Jenn Krzan
Cc: Alexander J. Chelik; Antoinette Lopatka; David Cerra
Subject: TCC Liability Ins App
Attachments: TCC INS APP 2019_001.pdf

Jenn,

Attached is the completed and signed application for the renewal of the TCC's D&O liability insurance policy.

Please call with any questions.

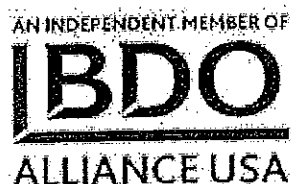
Have a nice weekend,

Bill Lazor

William R Lazor, CPA/PFS, CFF, CFE, FCPA, CSEP
Kronick Kalada Berdy & Co, PC
190 Lathrop Street
Kingston, PA 18704

v 570.283.2727 x325 | f 570.283.1670 | c 570.881.0160

e: wlazor@kkbcpas.com
visit our website: www.kkbcpas.com



An Independent Member of BDO Alliance USA

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This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.

From: Copier Entrance <canon6575@kkbcpas.com>
Sent: Friday, May 24, 2019 1:50 PM
To: WILLIAM LAZOR <wlazor@kkbcpas.com>
Subject: Attached Image

WILLIAM LAZOR

From: JENNIFER EZMAN-KRZAN <pioneercityinsurance41@verizon.net>
Sent: Thursday, April 25, 2019 2:59 PM
To: WILLIAM LAZOR
Subject: Fwd: Lackawanna County Tax Collection Committee Pol# POL0950240-1 2019 renewal app
Attachments: POL0950240-1-Lackawanna_C-RENEWAL_APP-1.pdf

From: JENNIFER EZMAN-KRZAN <pioneercityinsurance41@verizon.net>
Date: Thursday, April 25, 2019
Subject: Fwd: Lackawanna County Tax Collection Committee Pol# POL0950240-1 2019 renewal app
To: wlazor <wlazor@kkcbpas.com>

Hi Bill,

It's that time of year again for the TCC to look into renewing the D&O Insurance for 2019-2020.

I have attached the application forms from the current company which I can use to submit them as well as any other possible companies that may have a market for the risk this year.

Any questions, please let me know and thank you in advance for your assistance as always.

Jenn

Jennifer Ezman-Krzan
Pioneer City Insurance
41 South Main Street
Carbondale, PA 18407
(570) 282-2801
pioneercityinsurance41@verizon.net

-----Original Message-----

To: pioneercityinsurance41 pioneercityinsurance41@verizon.net
Subject: Lackawanna County Tax Collection Committee Pol# POL0950240-1

Hi Jennifer,

The above mentioned policy is due to expire on 07/01/2019 and additional information will be required to provide a renewal quote.

- Signed, dated and completed application (attached)

The above information should be returned to us at least 45 days prior to the expiration.

PLEASE NOTE that if we do not receive a completed application from the insured, coverage under this policy will end at 12:01 a.m. on the expiration date.

Thank you!

Katie DeMayo

RE: Notice Regarding Renewal of Coverage

Insured: Lackawanna County Earned Income Tax Collection Committee
Policy Number: POL0950240
Expiration Date: 07/01/2019
Carrier: Greenwich Insurance Company

Thank you for choosing to insure with Greenwich Insurance Company, which is a member of the XL Catlin Group of Companies. We look forward to working with you again this year. As noted, the policy expires on 07/01/2019, at 12:01 AM (local time at your address) and coverage under the current policy will cease at that time.

To Arrange for Continued Coverage: If you and the insured provide the needed information to us promptly, we may be able to offer you coverage terms prior to the Expiration Date. Please note that our ability to offer coverage will depend on the information provided. If we do not receive information we need, or if we determine that your account's risk characteristics have materially changed, then renewed coverage cannot be offered, and this letter serves as your statutory Notice of that fact. Additionally, even if continued coverage can be offered, be advised that the terms we offer may vary materially from those currently in effect, due either to a change in the risk characteristics of your organization or changes in our underwriting guidelines. Additionally, the premium we can offer may be materially higher than the premium of the expiring policy.

Reason for this Notice: The insurance laws of your state require that we provide each policyholder with an advance notice of our decision whether to renew or non-renew a policy at its expiration. The reason for this notice is because we have not yet received the updated information we need about this insured, we are presently unable to underwrite the coverage for the coming year and we cannot yet offer to renew the Policy. This letter serves as your Notice, per the statutory requirements. Please forward this information to the Insured.

Please forward completed application to submissions@pgui.com. If you have any questions about this Notice or about coverage for the coming year, please let us know.



**Professional
Governmental
Underwriters, Inc.**
The Authority.

**CLAIMS MADE PUBLIC OFFICIALS AND
EMPLOYMENT PRACTICES LIABILITY
INSURANCE RENEWAL APPLICATION**

THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD. DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION AMOUNT.

I. GENERAL INFORMATION

Policy #: POL0950240

1. Legal Name of Entity: Lackawanna County Earned Income Tax Collection Committee
 Street Address: 200 East Grove Street
 City: Clarks Summit State: PA Zip: 18411
 County: Lackawanna Current Population: 210,761 (2017)
 FEIN Number: 27-1457983
 Human Resource Contact: (Name): NONE-no employees
 (Email): _____
 (Phone Number): _____
2. Within the last twelve (12) months, have any of the following taken place?
 - a. Grand Jury investigations into activities of any official or employee. Yes ☐ No ☒
 If "yes", provide details: _____
 - b. Indictment of any official or employee: Yes ☐ No ☒
 If "yes", provide details: _____
3. Provide revenues and expenditures. *Provide an explanation for any deficit or large surplus.*

FISCAL YEAR	REVENUES	EXPENDITURES	SURPLUS (+)/ DEFICIT (-)	ACCUMULATED SURPLUS/DEFICIT
2018	15,000	6,268	8,732	16,401

4. Current bond rating (Standard & Poor's or Moody's): NOT APPLICABLE

II. CLAIMS HISTORY

1. Check here if there have been no claims made against the public entity during the twelve(12) months ☒
2. Does any official or employee have knowledge of acts, errors, and/or omissions that might reasonably give rise to a claim or suit? Yes ☐ No ☒

3. a. Check the boxes which generally describe the types of complaints/disputes the public entity has received during the last twelve (12) months. **NONE**

- | | | |
|--|--------------------------------------|--|
| <input type="checkbox"/> Zoning | <input type="checkbox"/> Termination | <input type="checkbox"/> Discrimination |
| <input type="checkbox"/> Permits Insurance | <input type="checkbox"/> Equal Pay | <input type="checkbox"/> Land Use |
| <input type="checkbox"/> Sex Harassment | <input type="checkbox"/> Suspension | <input type="checkbox"/> License Insurance |
| <input type="checkbox"/> Variances | <input type="checkbox"/> Promotion | <input type="checkbox"/> Demotion |
| <input type="checkbox"/> Hiring | <input type="checkbox"/> Segregation | |

- b. Have such complaints/disputes been reported to us? **N/A** Yes ☐ No ☐

III. PUBLIC OFFICIALS INFORMATION.

Check the boxes with services provided or activities performed by the public entity.

- | | | |
|--|--|--|
| <input type="checkbox"/> Police Department | <input type="checkbox"/> License Issuance | <input type="checkbox"/> Gas Utility |
| <input type="checkbox"/> Transit Authority | <input type="checkbox"/> Zoning | <input checked="" type="checkbox"/> Tax Assessment Collection |
| <input type="checkbox"/> Port Authority | <input type="checkbox"/> Landfill | <input type="checkbox"/> Building Inspection |
| <input type="checkbox"/> Water/Sewer Utility | <input type="checkbox"/> Airport Authority | <input type="checkbox"/> Hospital/Nursing Home |
| <input type="checkbox"/> Permits Issuance | <input type="checkbox"/> Electric Utility | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Daycare | | |

EARNED INCOME TAX COLLECTION ONLY

Any new services provided or activities performed during the last twelve (12) months which were not declared on the application of the expiring policy require completion of applicable portions pages 2-3 of the main Application Form PGU POL APP 0417.

IV. EMPLOYMENT PRACTICES INFORMATION.

1. Total number of employees: Full time: 0 Part time: 0 Seasonal: 0

2. Have any of the following taken place during the last twelve (12) months?

- | | | | | |
|--|---|--|------------------------|-------------------|
| A. Strike, slowdown or other disruption? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Provide # of Incidents | <u> </u> |
| B. Layoff or reduction in staff? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Provide # of Incidents | <u> </u> |
| C. Employee suspensions? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Provide # of Incidents | <u> </u> |
| D. Employee transfers? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Provide # of Incidents | <u> </u> |
| E. Non-renewal of employment contracts? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Provide # of Incidents | <u> </u> |
| F. Employee terminations/dismissals? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Provide # of Incidents | <u> </u> |
| G. Administrative appeals? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Provide # of Incidents | <u>2</u> |
| H. Formal Grievances? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Provide # of Incidents | <u> </u> |

Provide explanation on a separate sheet of paper for any "yes" response to questions 2. A-H.
TWO EARNED INCOME TAX APPEALS IN THE NORMAL COURSE OF OPERATIONS

3. Personnel policies and procedures have been reviewed by legal counsel within the last twelve (12) months? Yes ☐ No ☐
N/A

4. Have supervisors and/or employees received employment practices training during the last twelve (12) months? Yes ☐ No ☐
N/A

V. IMPORTANT NOTICES; AUTHORIZED ENTITY REPRESENTATIVE

This application is for Claims-Made coverage. Upon receipt read the policy carefully.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE, PARTNER, DIRECTOR OR OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE THE APPLICATION IS EXECUTED AND THE TIME THE PROPOSED INSURANCE POLICY IS BOUND OR COVERAGE COMMENCES, THE NAMED INSURED WILL IMMEDIATELY NOTIFY THE INSURER IN WRITING OF SUCH CHANGES. THE INSURER RESERVES ITS RIGHTS TO MODIFY OR WITHDRAW ITS PROPOSAL.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE, REPRESENTS AND WARRANTS ON BEHALF OF THE NAMED INSURED AND ALL PERSONS OR ENTITIES FOR WHOM INSURANCE IS BEING SOUGHT THAT ~~TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF AND AFTER DILIGENT INQUIRY, THE~~ STATEMENTS SET FORTH IN THIS APPLICATION AND ANY ATTACHMENTS HERETO ARE TRUE AND ACCURATE. IT IS UNDERSTOOD THAT THE STATEMENTS IN THIS APPLICATION, INCLUDING MATERIALS SUBMITTED TO OR OBTAINED BY THE INSURER, ARE MATERIAL TO THE ACCEPTANCE OF THE RISK, AND RELIED UPON BY THE INSURER.

FRAUD WARNINGS

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KANSAS APPLICANTS: A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO PUERTO RICO APPLICANTS: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO RHODE ISLAND APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ALL OTHER STATES: Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

VI. AUTHORIZED REPRESENTATIVE; APPLICANT'S SIGNATURE:

1. Provide the name and title of the individual designated to receive any and all notices from the insurer concerning any policy issued as a result of this application (please type or print).

Name: WILLIAM R. LAZOR

Title: CHAIRMAN

2. Attestation: The authorized signer of this application attests to the best of his/her knowledge that statements set forth herein are true; that no fact, circumstance nor situation indicating the probability of a claim or action now known to any entity, official, or employee has not been declared; and it is agreed by all concerned that omission of such information shall exclude any such claim or action from coverage under the insurance being applied for. It is further acknowledged that the signing of this application does not bind the signer to purchase the insurance. However, it is agreed that this Application shall be the basis of the contract and any policy which might be issued.



Authorized Signatory of Entity

05/24/2019

Date

WILLIAM R. LAZOR, CHAIRMAN

Print Name and Title

570-283-2727 OFFICE; 570-881-0160 CELL

Phone Number

VII. AGENCY INFORMATION

Agency Name: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Will you make surplus lines filings if necessary?

Yes ☐ No ☐

Provide your surplus lines license number: _____

Add: Cash Deposits		7/3/2018	Assessment Received	\$ 15,000.00	
				<u>\$ 15,000.00</u>	
Less: Cash Disbursements					
2018					
1047	2/22/2018	Brian T Kelly CPA		\$ 1,500.00	2017 Audit Fee
1048	2/22/2018	John J. Brazil		\$ 200.00	Legal Fees
1049	2/22/2018	John J. Brazil		\$ 1,990.00	Legal Fees
1050	6/26/2018	Pioneer City Insurance		\$ 2,345.00	Insurance Policy 7/1/18-7/1/19
1051	9/10/2018	Bill Heim		\$ 127.08	Go Daddy Website & email 2 yr renewal
1052	12/13/2018	The Scranton Times		\$ 105.55	Meeting Advertisement
TOTAL EXPENDITURES YTD FOR 2018				<u>\$ 6,267.63</u>	
ENDING CASH BALANCE AT 12/31/2018				<u>\$ 16,401.04</u>	

ENDING CASH BALANCE AT 12/31/2015					\$ 16,028.56
Add: Cash Deposits					
		Assessment Received	\$ -		
			<u>\$ 16,028.56</u>		
Less: Cash Disbursements					
2016					
1039	6/28/2016	Pioneer City Insurance	\$ 2,345.00	Insurance Policy 7/1/16-7/1/17	
1040	10/27/2016	Brian T Kelly CPA	\$ 1,500.00	2015 Audit Fee	
TOTAL EXPENDITURES YTD FOR 2016			<u>\$ 3,845.00</u>		
ENDING CASH BALANCE AT 12/31/2016			<u>\$ 12,183.56</u>		
Add: Cash Deposits					
		Assessment Received	\$ -		
			<u>\$ -</u>		
Less: Cash Disbursements					
2017					
1041	1/26/2017	The Scranton Times	\$ 91.90	Meeting Advertisement	
1042	6/13/2017	Pioneer City Insurance	\$ 2,345.00	Insurance Policy 7/1/17-7/1/18	
1043	7/27/2017	Brian T Kelly CPA	\$ 1,500.00	2016 Audit Fee	
1044	7/27/2017	Bill Heim	\$ 40.34	Domain Name	
1045	8/11/2017	Bill Heim	\$ 432.10	Go Daddy Website & email 2 yr renewal	
1046	12/14/2017	The Scranton Times	\$ 105.55	Meeting Advertisement	
TOTAL EXPENDITURES YTD FOR 2017			<u>\$ 4,514.89</u>		
ENDING CASH BALANCE AT 12/31/2017			<u>\$ 7,668.67</u>		

		ENDING CASH BALANCE AT 12/31/13		\$ 11,084.60	
Add: Cash Deposits		NONE		\$ -	
				\$ 11,084.60	
Less: Cash Disbursements					
2014					
1025	6/4/2014	Pioneer City Insurance	\$ 2,151.00		Insurance Policy 7/1/14-7/1/15
1026	8/28/2014	Bill Heim	\$ 145.25		Go Daddy Website renewal
1027	8/28/2014	Brian T. Kelly CPA	\$ 3,000.00		2012 & 2013 Audit
1028	8/28/2014	John J. Brazil	\$ 200.00		Legal Retainer
1029	12/11/2014	The Times Tribune	\$ 92.45		Meeting Advertisement
		TOTAL EXPENDITURES FOR 2014		\$ 5,588.70	
		ENDING CASH BALANCE AT 12/31/14		\$ 5,495.90	
Add: Cash Deposits	2/4/2015	Assessment Received	\$ 15,000.00		
				\$ 20,495.90	
Less: Cash Disbursements					
2015					
1030	3/26/2015	John J. Brazil	\$ 200.00		Legal Retainer
1031		CHECKS USED IN 2010 (started wrong book)	\$ -		
1032		CHECKS USED IN 2010 (started wrong book)	\$ -		
1033		CHECKS USED IN 2010 (started wrong book)	\$ -		
1034		CHECKS USED IN 2010 (started wrong book)	\$ -		
1035	6/25/2015	Pioneer City Insurance	\$ 2,345.00		Insurance Policy 7/1/15-7/1/16
1036	8/12/2015	Bill Heim	\$ 329.89		Go Daddy Website renewal - 2 yr
1037	12/10/2015	The Scranton Times	\$ 92.45		Meeting Advertisement
1038	12/10/2015	Brian T Kelly CPA	\$ 1,500.00		2014 Audit Fee
		TOTAL EXPENDITURES YTD FOR 2015		\$ 4,467.34	

AUDITED CASH BALANCE AT 12/31/2011 \$ 16,924.58

Less: Cash Disbursements
2012

Check #	Date	Payee	Amount	Description
1013	4/26/2012	Brian T. Kelly CPA	\$ 1,500.00	2011 Audit
1014	4/26/2012	Dunmore School District	\$ 33.82	Reimburse Staples Purchase of Toner
1015	6/29/2012	Meagher Insurance	\$ 1,778.00	Insurance Policy 7/1/12-7/1/13
1016	7/26/2012	John J. Brazil	\$ 270.00	Legal Retainer
1017	9/27/2012	Bill Heim	\$ 150.88	Go Daddy Website renewal
1018	12/13/2012	The Times Tribune	\$ 91.45	Meeting Advertisement
1019	12/13/2012	John J. Brazil	\$ 490.00	Legal Retainer
Total 2012 Disbursements			<u>\$ 4,314.15</u>	

Add: Cash Deposits

\$ 12,610.43

2/28/2012
7/28/2012

\$ 212.77
\$ 915.00
\$ 1,127.77

Olyphant Boro Receivable
DCED Grant Money

ENDING CASH BALANCE AT 12/31/12

\$ 13,738.20

Less: Cash Disbursements
2013

1020	6/27/2013	Pioneer City Insurance	\$ 2,151.00	Insurance Policy 7/1/13-7/1/14
1021	6/27/2013	John J. Brazil	\$ 200.00	Legal Retainer
1022	6/27/2013	Dunmore School District	\$ 20.15	Reimburse Amazon purchase of Power Cord
1023	12/12/2013	The Times Tribune	\$ 92.45	Meeting Advertisement
1024	12/12/2013	John J. Brazil	\$ 200.00	Legal Retainer
			<u>\$ 2,663.60</u>	

Add: Cash Deposits

\$ 11,074.60

3/18/2013

\$ 10.00
Right To Know Request Revenue

Earned Income Tax (EIT) Collections, Receipts, Distributions and Disbursements for TCD

<u>Collections and Receipts:</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
Collections:		
Resident EIT From Employers/Taxpayers within the TCD	3,618,364.64	18,368,270.97
Resident EIT from Other TCD's	980,429.04	5,698,592.35
Non-Resident EIT for Political Subdivisions within the TCD	54,463.03	519,858.89
Non-Resident EIT Received for Other TCD's	633,198.11	4,577,778.90
EIT for PSDs Within the TCD, Due Other Tax Officers	0.00	0.00
Delinquent Earned Income Taxes Collected	205,132.48	786,127.92
Unidentified Collections		
Unidentified Collections	703,458.20	
Less Previously Unidentified Collections, Identified in the Current Month	70,523.67	
Net Unidentified Collections	<u>632,934.53</u>	<u>731,900.11</u>
Total Collections	6,124,521.83	30,682,529.14
Receipts:		
Investment Income	505.14	5,897.21
Cost Collected by Tax Officer	32,065.19	91,978.57
Court Fees Collected	<u>250.50</u>	<u>857.25</u>
Total Receipts	32,820.83	98,733.03
Total Collections and Receipts	<u>6,157,342.66</u>	<u>30,781,262.17</u>
<u>Distributions and Disbursements:</u>		
Distributions:		
Distributions to TCD Members (See Schedule A)	4,570,457.97	24,421,264.82
Distributions to Other Tax Officers For TCD Members	0.00	0.00
Distributions to Other TCD's (See Schedule B)	<u>633,198.11</u>	<u>4,577,778.90</u>
Total Distributions	5,203,656.08	28,999,043.72
Disbursements:		
Taxpayer Refunds	225,521.00	620,303.00
Tax Officer Commissions on Collections	56,462.20	306,996.48
Tax Officer Commissions on Sterling Credits	88.04	467.78
Court Fees Reimbursed to Tax Officer	-28.25	4,930.00
Investment Income Retained by Tax Officer	505.14	5,897.21
Postage Fees	5,607.11	19,745.30
Cost Retained by Tax Officer	<u>32,065.19</u>	<u>91,978.57</u>
Total Disbursements	320,220.43	1,050,318.34
Total Distributions and Disbursements	<u>5,523,876.51</u>	<u>30,049,362.06</u>
<u>Cash Balance Reconciliation:</u>		
Collections Over/(Under) Disbursements	633,466.15	
Undistributed/Unidentified Cash Balance Beginning	98,433.96	
Undistributed/Unidentified Cash Balance Ending	731,900.11	
Total Commission (Invoiced and Netted)	62,971.75	340,814.55

Summary of Distributions to TCC Members From Schedule A Report

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
00 35 030 000 Abington Heights SD	297,131.36	1,365,623.89
00 35 030 004 Waverly Twp	40,525.32	196,941.01
00 35 030 008 Clarks Green Boro	24,739.76	97,491.80
00 35 030 012 Clarks Summit Boro	48,159.98	227,687.18
00 35 030 016 Glenburn Twp	19,257.19	88,408.73
00 35 030 020 Newton Twp	30,345.53	145,352.35
00 35 030 024 North Abington Twp	10,223.10	46,871.60
00 35 030 028 Ransom Twp	8,647.26	52,031.36
00 35 030 032 South Abington Twp	117,615.31	556,684.97
00 35 130 000 Carbondale ASD	55,837.44	285,743.13
00 35 130 004 Carbondale City	153,646.48	828,217.68
00 35 130 008 Fell Township	17,594.32	89,914.68
00 35 220 000 Dunmore SD	105,911.31	559,741.12
00 35 220 004 Dunmore Boro	117,562.87	615,941.35
00 35 460 000 Lakeland SD	104,553.82	473,687.14
00 35 460 004 Carbondale Twp	7,211.62	40,399.00
00 35 460 008 Greenfield Twp	25,643.17	103,723.70
00 35 460 012 Jermyrn Boro	18,371.35	80,576.71
00 35 460 016 Mayfield Boro	10,411.84	63,704.90
00 35 460 020 Scott Twp	43,694.32	199,042.91
00 35 550 000 Mid Valley S D	112,275.47	563,905.88
00 35 550 004 Dickson City Borough	44,217.80	234,408.70
00 35 550 008 Olyphant Boro	40,119.92	204,942.76
00 35 550 012 Throop Boro	32,364.45	165,925.08
00 35 650 000 North Pocono SD	215,768.38	904,547.05
00 35 650 004 Clifton Twp	8,431.18	39,899.11
00 35 650 008 Covington Twp	23,795.62	119,441.14
00 35 650 012 Elmhurst Twp	6,409.92	37,115.80
00 35 650 016 Jefferson Twp	38,040.08	164,506.42
00 35 650 020 Thornhurst Twp	7,930.38	35,227.75
00 35 650 022 Lehigh Twp	16,645.55	67,087.82
00 35 650 024 Madison Twp	26,796.15	103,019.88
00 35 650 028 Moscow Boro	26,646.39	111,481.23
00 35 650 032 Roaring Brook Twp	29,110.56	123,400.96
00 35 650 036 Spring Brook Twp	35,196.35	133,662.25
00 35 660 000 Old Forge S D	63,807.67	332,461.69
00 35 660 004 Old Forge Boro	64,391.91	334,853.76
00 35 700 000 Riverside SD	94,058.75	480,352.47
00 35 700 004 Moosic Boro	65,497.31	324,312.60
00 35 700 008 Taylor Boro	33,213.80	200,703.24
00 35 740 000 Scranton SD	590,689.29	3,516,045.97
00 35 740 004 City of Scranton	1,436,700.80	8,627,640.37
00 35 840 000 Valley View SD	148,589.29	709,018.09
00 35 840 004 Archbald Boro	73,042.50	335,206.79

Summary of Distributions to TCC Members From Schedule A Report

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
00 35 840 008 Blakely Boro	43,233.53	226,849.04
00 35 840 012 Jessup Boro	<u>36,401.57</u>	<u>207,463.76</u>
Total Distributions	<u>4,570,457.97</u>	<u>24,421,264.82</u>

These figures represent funds received by the Political Subdivision after any netted commission, postage, TCC Operational Fees, etc., as applicable. Please note, this is not the collections figure. The actual Schedule A report provided to the member PSD shows the total collections.

Schedule B: Distributions to Other Tax Collection Districts

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
01 Adams Tax Collection District	156.75	945.83
03 Armstrong Tax Collection District	0.00	374.70
04 Beaver Tax Collection District	104.58	1,652.37
05 Bedford Tax Collection District	375.39	2,723.81
06 Berks Tax Collection District	15,912.35	71,816.96
07 Blair Tax Collection District	34.00	645.71
08 Bradford Tax Collection District	4,341.67	36,340.99
09 Bucks Tax Collection District	14,324.95	61,989.13
10 Butler Tax Collection District	439.30	3,894.38
11 Cambria Tax Collection District	544.51	4,341.44
13 Carbon Tax Collection District	5,058.86	38,860.36
14 Centre Tax Collection District	268.72	8,255.76
15 Chester Tax Collection District	6,752.87	27,216.51
16 Clarion Tax Collection District	0.00	725.61
17 Clearfield Tax Collection District	283.86	3,757.37
18 Clinton Tax Collection District	377.52	4,959.04
19 Columbia Tax Collection District	8,215.98	62,286.35
20 Crawford Tax Collection District	0.00	216.88
21 Cumberland Tax Collection District	643.30	9,031.75
22 Dauphin Tax Collection District	2,594.88	15,764.94
23 Delaware Tax Collection District	8,360.38	28,769.87
24 Elk Tax Collection District	0.00	330.58
25 Erie Tax Collection District	2,234.63	8,410.23
26 Fayette Tax Collection District	562.05	4,088.24
28 Franklin Tax Collection District	279.58	1,857.93
29 Fulton Tax Collection District	0.00	131.47
30 Greene Tax Collection District	279.71	1,306.54
31 Huntingdon Tax Collection District	16.60	3,252.85
32 Indiana Tax Collection District	593.08	1,775.44
33 Jefferson Tax Collection District	0.00	1,386.35
34 Juniata Tax Collection District	18.84	464.24
36 Lancaster Tax Collection District	482.57	7,923.67
37 Lawrence Tax Collection District	210.73	2,551.72
38 Lebanon Tax Collection District	1,087.73	6,967.41
39 Lehigh Tax Collection District	54,025.35	224,810.64
40 Luzerne Tax Collection District	284,596.80	2,224,487.24
41 Lycoming Tax Collection District	4,939.18	39,999.11
42 McKean Tax Collection District	16.61	111.26
43 Mercer Tax Collection District	51.91	11,479.32
44 Mifflin Tax Collection District	101.36	1,578.44
45 Monroe Tax Collection District	40,020.06	342,944.41
46 Montgomery Tax Collection District	12,029.90	70,404.75
47 Montour Tax Collection District	247.53	4,163.00
48 Northampton Tax Collection District	31,933.51	161,075.34
49 Northumberland Tax Collection District	4,488.25	23,355.66
50 Perry Tax Collection District	193.40	2,777.06
52 Pike Tax Collection District	1,718.00	16,070.92
53 Potter Tax Collection District	98.05	352.55
54 Schuylkill Tax Collection District	11,558.34	44,119.65
55 Snyder Tax Collection District	244.03	5,045.68

Schedule B: Distributions to Other Tax Collection Districts

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
56 Somerset Tax Collection District	101.38	1,145.92
57 Sullivan Tax Collection District	938.60	4,391.11
58 Susquehanna Tax Collection District	33,482.91	316,688.55
59 Tioga Tax Collection District	759.16	13,868.12
60 Union Tax Collection District	-320.96	5,099.76
61 Venango Tax Collection District	70.49	328.71
63 Washington Tax Collection District	3,213.71	14,845.73
64 Wayne Tax Collection District	11,826.80	106,388.93
65 Westmoreland Tax Collection District	356.24	6,996.82
66 Wyoming Tax Collection District	55,008.89	467,353.91
67 York Tax Collection District	5,385.24	22,450.12
70 Allegheny Central Tax Collection District	151.96	3,965.99
71 Allegheny North Tax Collection District	82.53	2,512.74
72 Allegheny Southeast Tax Collection District	72.95	4,967.10
73 Allegheny Southwest Tax Collection District	<u>1,250.54</u>	<u>8,983.93</u>
Total Distributions	<u>633,198.11</u>	<u>4,577,778.90</u>

Schedule C: Collections From Other Tax Collection Districts

<u>Collections</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
00 Not Assigned	445.05	1,230.37
01 Adams Tax Collection District	443.70	836.22
03 Armstrong Tax Collection District	0.00	148.22
04 Beaver Tax Collection District	846.09	3,939.70
05 Bedford Tax Collection District	0.00	11.39
06 Berks Tax Collection District	1,021.40	24,380.34
07 Blair Tax Collection District	1,704.43	4,739.88
08 Bradford Tax Collection District	8,260.07	34,600.94
09 Bucks Tax Collection District	514.75	27,533.45
10 Butler Tax Collection District	77,307.99	264,941.87
11 Cambria Tax Collection District	573.10	2,825.27
12 Cameron Tax Collection District	91.69	427.59
13 Carbon Tax Collection District	5,476.87	20,955.23
14 Centre Tax Collection District	1,414.27	7,720.76
15 Chester Tax Collection District	675.12	21,302.06
16 Clarion Tax Collection District	0.00	393.24
17 Clearfield Tax Collection District	720.70	2,274.28
18 Clinton Tax Collection District	55.00	2,098.05
19 Columbia Tax Collection District	15,086.48	58,804.02
20 Crawford Tax Collection District	10.21	177.59
21 Cumberland Tax Collection District	918.97	19,834.28
22 Dauphin Tax Collection District	4,231.73	137,298.80
23 Delaware Tax Collection District	457.56	22,819.42
24 Elk Tax Collection District	10.45	1,136.65
25 Erie Tax Collection District	14,936.01	61,782.39
26 Fayette Tax Collection District	557.99	2,995.57
28 Franklin Tax Collection District	176.40	761.63
29 Fulton Tax Collection District	236.66	1,000.25
30 Greene Tax Collection District	0.00	660.84
31 Huntingdon Tax Collection District	1,696.70	1,699.84
32 Indiana Tax Collection District	23.91	4,752.99
33 Jefferson Tax Collection District	1,345.07	4,485.06
34 Juniata Tax Collection District	368.22	515.13
35 Lackawanna Tax Collection District	3,872,054.93	19,601,178.32
36 Lancaster Tax Collection District	421.59	11,491.03
37 Lawrence Tax Collection District	703.87	2,289.41
38 Lebanon Tax Collection District	520.62	3,415.15
39 Lehigh Tax Collection District	7,643.63	95,802.89
40 Luzerne Tax Collection District	230,442.28	2,219,207.65
41 Lycoming Tax Collection District	2,165.80	19,631.30
42 McKean Tax Collection District	0.00	296.70
43 Mercer Tax Collection District	966.58	2,217.13
44 Mifflin Tax Collection District	377.68	2,306.17
45 Monroe Tax Collection District	193,286.33	776,259.81
46 Montgomery Tax Collection District	233,039.84	720,467.22
47 Montour Tax Collection District	5,278.88	32,388.53
48 Northampton Tax Collection District	354.16	42,167.57
49 Northumberland Tax Collection District	166.26	3,434.20
50 Perry Tax Collection District	290.60	581.10
52 Pike Tax Collection District	25,454.30	109,938.33

Schedule C: Collections From Other Tax Collection Districts

<u>Collections</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
53 Potter Tax Collection District	0.00	226.26
54 Schuylkill Tax Collection District	1,537.60	14,512.25
55 Snyder Tax Collection District	292.51	1,496.21
56 Somerset Tax Collection District	237.22	734.80
57 Sullivan Tax Collection District	286.70	1,694.51
58 Susquehanna Tax Collection District	30,610.94	171,248.63
59 Tioga Tax Collection District	66.46	1,432.84
60 Union Tax Collection District	1,410.75	7,592.05
62 Warren Tax Collection District	118.69	316.20
63 Washington Tax Collection District	287.91	4,110.14
64 Wayne Tax Collection District	63,975.55	395,490.92
65 Westmoreland Tax Collection District	746.52	3,909.28
66 Wyoming Tax Collection District	27,524.11	253,208.15
67 York Tax Collection District	7,858.00	31,551.60
70 Allegheny Central Tax Collection District	1,433.14	18,022.41
71 Allegheny North Tax Collection District	4.84	1,899.78
72 Allegheny Southeast Tax Collection District	104.18	992.32
73 Allegheny Southwest Tax Collection District	2,144.59	9,178.02
88 Out of State	6,871.00	72,398.14
99 Unknown	104.54	679.79
Total Collections	<u>4,858,389.19</u>	<u>25,372,850.13</u>

Report can be reconciled by adding the monthly totals from the TCC Report of the following amounts:

- * Resident EIT from Employers/Taxpayers within the TCD*
- * Resident EIT from Other TCD's*
- * Non-Resident EIT for Political Subdivisions within the TCD*
- * Delinquent Earned Income Taxes Collected*

Earned Income Tax (EIT) Collections, Receipts, Distributions and Disbursements for TCD

<u>Collections and Receipts:</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
Collections:		
Resident EIT From Employers/Taxpayers within the TCD	1,191,910.34	14,749,906.33
Resident EIT from Other TCD's	763,608.17	4,718,163.31
Non-Resident EIT for Political Subdivisions within the TCD	17,988.42	465,395.86
Non-Resident EIT Received for Other TCD's	418,390.71	3,944,580.79
EIT for PSDs Within the TCD, Due Other Tax Officers	0.00	0.00
Delinquent Earned Income Taxes Collected	191,050.51	580,995.44
Unidentified Collections		
Unidentified Collections	82,523.20	
Less Previously Unidentified Collections, Identified in the Current Month	23,885.40	
Net Unidentified Collections	<u>58,637.80</u>	<u>98,965.58</u>
Total Collections	2,641,585.95	24,558,007.31
Receipts:		
Investment Income	4,318.41	5,392.07
Cost Collected by Tax Officer	26,979.44	59,913.38
Court Fees Collected	<u>39.14</u>	<u>606.75</u>
Total Receipts	31,336.99	65,912.20
Total Collections and Receipts	<u>2,672,922.94</u>	<u>24,623,919.51</u>
Distributions and Disbursements:		
Distributions:		
Distributions to TCD Members (See Schedule A)	1,842,713.90	19,850,806.85
Distributions to Other Tax Officers For TCD Members	0.00	0.00
Distributions to Other TCD's (See Schedule B)	<u>418,390.71</u>	<u>3,944,580.79</u>
Total Distributions	2,261,104.61	23,795,387.64
Disbursements:		
Taxpayer Refunds	292,012.00	394,782.00
Tax Officer Commissions on Collections	21,166.68	250,534.28
Tax Officer Commissions on Sterling Credits	201.24	379.74
Court Fees Reimbursed to Tax Officer	4,909.75	4,958.25
Investment Income Retained by Tax Officer	4,318.41	5,392.07
Postage Fees	1,642.68	14,138.19
Cost Retained by Tax Officer	<u>26,979.44</u>	<u>59,913.38</u>
Total Disbursements	351,230.20	730,097.91
Total Distributions and Disbursements	<u>2,612,334.81</u>	<u>24,525,485.55</u>
Cash Balance Reconciliation:		
Collections Over/(Under) Disbursements	60,588.13	
Undistributed/Unidentified Cash Balance Beginning	37,845.83	
Undistributed/Unidentified Cash Balance Ending	98,433.96	
Total Commission (Invoiced and Netted)	24,081.27	277,842.80

Summary of Distributions to TCC Members From Schedule A Report

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
00 35 030 000 Abington Heights SD	115,760.80	1,068,492.53
00 35 030 004 Waverly Twp	13,453.42	156,415.69
00 35 030 008 Clarks Green Boro	6,957.07	72,752.04
00 35 030 012 Clarks Summit Boro	21,175.96	179,527.20
00 35 030 016 Glenburn Twp	7,337.66	69,151.54
00 35 030 020 Newton Twp	15,774.69	115,006.82
00 35 030 024 North Abington Twp	3,307.00	36,648.50
00 35 030 028 Ransom Twp	1,906.70	43,384.10
00 35 030 032 South Abington Twp	48,427.25	439,069.66
00 35 130 000 Carbondale ASD	28,681.91	229,905.69
00 35 130 004 Carbondale City	82,795.24	674,571.20
00 35 130 008 Fell Township	7,881.64	72,320.36
00 35 220 000 Dunmore SD	29,193.29	453,829.81
00 35 220 004 Dunmore Boro	31,015.19	498,378.48
00 35 460 000 Lakeland SD	40,187.87	369,133.32
00 35 460 004 Carbondale Twp	2,776.46	33,187.38
00 35 460 008 Greenfield Twp	8,487.69	78,080.53
00 35 460 012 Jermyn Boro	7,566.63	62,205.36
00 35 460 016 Mayfield Boro	7,434.12	53,293.06
00 35 460 020 Scott Twp	13,929.88	155,348.59
00 35 550 000 Mid Valley S D	37,583.33	451,630.41
00 35 550 004 Dickson City Borough	16,010.92	190,190.90
00 35 550 008 Olyphant Boro	13,550.60	164,822.84
00 35 550 012 Throop Boro	9,467.05	133,560.63
00 35 650 000 North Pocono SD	75,825.04	688,778.67
00 35 650 004 Clifton Twp	4,080.03	31,467.93
00 35 650 008 Covington Twp	9,974.35	95,645.52
00 35 650 012 Elmhurst Twp	1,941.59	30,705.88
00 35 650 016 Jefferson Twp	12,871.87	126,466.34
00 35 650 020 Thornhurst Twp	3,903.24	27,297.37
00 35 650 022 Lehigh Twp	9,442.24	50,442.27
00 35 650 024 Madison Twp	7,968.66	76,223.73
00 35 650 028 Moscow Boro	6,380.25	84,834.84
00 35 650 032 Roaring Brook Twp	10,078.48	94,290.40
00 35 650 036 Spring Brook Twp	10,030.00	98,465.90
00 35 660 000 Old Forge S D	28,680.24	268,654.02
00 35 660 004 Old Forge Boro	28,720.11	270,461.85
00 35 700 000 Riverside SD	24,594.74	386,293.72
00 35 700 004 Moosic Boro	19,815.67	258,815.29
00 35 700 008 Taylor Boro	5,416.24	167,489.44
00 35 740 000 Scranton SD	264,206.94	2,925,356.68
00 35 740 004 City of Scranton	642,240.64	7,190,939.57
00 35 840 000 Valley View SD	53,162.51	560,428.80
00 35 840 004 Archbald Boro	27,669.85	262,164.29

Summary of Distributions to TCC Members From Schedule A Report

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
00 35 840 008 Blakely Boro	14,008.75	183,615.51
00 35 840 012 Jessup Boro	<u>11,040.09</u>	<u>171,062.19</u>
Total Distributions	<u>1,842,713.90</u>	<u>19,850,806.85</u>

Schedule B: Distributions to Other Tax Collection Districts

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
01 Adams Tax Collection District	0.14	789.08
03 Armstrong Tax Collection District	0.00	374.70
04 Beaver Tax Collection District	57.52	1,547.79
05 Bedford Tax Collection District	34.40	2,348.42
06 Berks Tax Collection District	12,594.82	55,904.61
07 Blair Tax Collection District	8.92	611.71
08 Bradford Tax Collection District	3,353.36	31,999.32
09 Bucks Tax Collection District	11,551.03	47,664.18
10 Butler Tax Collection District	546.38	3,455.08
11 Cambria Tax Collection District	-146.96	3,796.93
13 Carbon Tax Collection District	3,707.73	33,801.50
14 Centre Tax Collection District	109.46	7,987.04
15 Chester Tax Collection District	3,708.46	20,463.64
16 Clarion Tax Collection District	0.00	725.61
17 Clearfield Tax Collection District	-67.71	3,473.51
18 Clinton Tax Collection District	296.17	4,581.52
19 Columbia Tax Collection District	5,924.71	54,070.37
20 Crawford Tax Collection District	0.00	216.88
21 Cumberland Tax Collection District	211.99	8,388.45
22 Dauphin Tax Collection District	1,278.77	13,170.06
23 Delaware Tax Collection District	6,093.18	20,409.49
24 Elk Tax Collection District	0.00	330.58
25 Erie Tax Collection District	842.40	6,175.60
26 Fayette Tax Collection District	0.00	3,526.19
28 Franklin Tax Collection District	66.00	1,578.35
29 Fulton Tax Collection District	0.00	131.47
30 Greene Tax Collection District	0.00	1,026.83
31 Huntingdon Tax Collection District	6.92	3,236.25
32 Indiana Tax Collection District	138.32	1,182.36
33 Jefferson Tax Collection District	0.00	1,386.35
34 Juniata Tax Collection District	81.47	445.40
36 Lancaster Tax Collection District	288.47	7,441.10
37 Lawrence Tax Collection District	7.12	2,340.99
38 Lebanon Tax Collection District	635.08	5,879.68
39 Lehigh Tax Collection District	42,554.47	170,785.29
40 Luzerne Tax Collection District	185,655.83	1,939,890.44
41 Lycoming Tax Collection District	3,561.68	35,059.93
42 McKean Tax Collection District	84.77	94.65
43 Mercer Tax Collection District	-48.94	11,427.41
44 Mifflin Tax Collection District	121.24	1,477.08
45 Monroe Tax Collection District	32,931.60	302,924.35
46 Montgomery Tax Collection District	11,395.24	58,374.85
47 Montour Tax Collection District	378.00	3,915.47
48 Northampton Tax Collection District	22,925.30	129,141.83
49 Northumberland Tax Collection District	835.91	18,867.41
50 Perry Tax Collection District	85.72	2,583.66
52 Pike Tax Collection District	947.63	14,352.92
53 Potter Tax Collection District	0.00	254.50
54 Schuylkill Tax Collection District	4,373.51	32,561.31
55 Snyder Tax Collection District	-18.68	4,801.65

Schedule B: Distributions to Other Tax Collection Districts

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
56 Somerset Tax Collection District	49.19	1,044.54
57 Sullivan Tax Collection District	317.07	3,452.51
58 Susquehanna Tax Collection District	18,107.51	283,205.64
59 Tioga Tax Collection District	660.81	13,108.96
60 Union Tax Collection District	243.30	5,420.72
61 Venango Tax Collection District	0.00	258.22
63 Washington Tax Collection District	42.16	11,632.02
64 Wayne Tax Collection District	5,591.15	94,562.13
65 Westmoreland Tax Collection District	118.70	6,640.58
66 Wyoming Tax Collection District	33,014.33	412,345.02
67 York Tax Collection District	2,899.94	17,064.88
70 Allegheny Central Tax Collection District	123.12	3,814.03
71 Allegheny North Tax Collection District	73.28	2,430.21
72 Allegheny Southeast Tax Collection District	0.00	4,894.15
73 Allegheny Southwest Tax Collection District	38.72	7,733.39
Total Distributions	<u>418,390.71</u>	<u>3,944,580.79</u>

Schedule C: Collections From Other Tax Collection Districts

<u>Collections</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
00 Not Assigned	33.71	785.32
01 Adams Tax Collection District	32.34	392.52
03 Armstrong Tax Collection District	0.00	148.22
04 Beaver Tax Collection District	904.96	3,093.61
05 Bedford Tax Collection District	11.39	11.39
06 Berks Tax Collection District	21,600.82	23,358.94
07 Blair Tax Collection District	1,238.10	3,035.45
08 Bradford Tax Collection District	479.58	26,340.87
09 Bucks Tax Collection District	18,749.26	27,018.70
10 Butler Tax Collection District	64,109.39	187,633.88
11 Cambria Tax Collection District	215.30	2,252.17
12 Cameron Tax Collection District	98.27	335.90
13 Carbon Tax Collection District	1,938.35	15,478.36
14 Centre Tax Collection District	50.03	6,306.49
15 Chester Tax Collection District	18,204.84	20,626.94
16 Clarion Tax Collection District	157.92	393.24
17 Clearfield Tax Collection District	1,463.62	1,553.58
18 Clinton Tax Collection District	1,906.58	2,043.05
19 Columbia Tax Collection District	9,429.53	43,717.54
20 Crawford Tax Collection District	-60.19	167.38
21 Cumberland Tax Collection District	7,973.11	18,915.31
22 Dauphin Tax Collection District	120,633.86	133,067.07
23 Delaware Tax Collection District	19,457.13	22,361.86
24 Elk Tax Collection District	0.00	1,126.20
25 Erie Tax Collection District	14,354.94	46,846.38
26 Fayette Tax Collection District	965.89	2,437.58
28 Franklin Tax Collection District	337.96	585.23
29 Fulton Tax Collection District	531.89	763.59
30 Greene Tax Collection District	632.22	660.84
31 Huntingdon Tax Collection District	0.00	3.14
32 Indiana Tax Collection District	32.93	4,729.08
33 Jefferson Tax Collection District	1,161.25	3,139.99
34 Juniata Tax Collection District	146.91	146.91
35 Lackawanna Tax Collection District	1,374,539.77	15,729,123.39
36 Lancaster Tax Collection District	10,117.68	11,069.44
37 Lawrence Tax Collection District	691.54	1,585.54
38 Lebanon Tax Collection District	2,451.29	2,894.53
39 Lehigh Tax Collection District	3,226.22	88,159.26
40 Luzerne Tax Collection District	175,463.38	1,988,765.37
41 Lycoming Tax Collection District	6,355.24	17,465.50
42 McKean Tax Collection District	274.25	296.70
43 Mercer Tax Collection District	336.78	1,250.55
44 Mifflin Tax Collection District	1,442.38	1,928.49
45 Monroe Tax Collection District	37,302.22	582,973.48
46 Montgomery Tax Collection District	115,158.33	487,427.38
47 Montour Tax Collection District	10,756.74	27,109.65
48 Northampton Tax Collection District	30,450.03	41,813.41
49 Northumberland Tax Collection District	1,269.19	3,267.94
50 Perry Tax Collection District	155.50	290.50
52 Pike Tax Collection District	3,559.52	84,484.03

Schedule C: Collections From Other Tax Collection Districts

<u>Collections</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
53 Potter Tax Collection District	0.00	226.26
54 Schuylkill Tax Collection District	1,190.89	12,974.65
55 Snyder Tax Collection District	249.28	1,203.70
56 Somerset Tax Collection District	263.32	497.58
57 Sullivan Tax Collection District	236.73	1,407.81
58 Susquehanna Tax Collection District	2,924.94	140,637.69
59 Tioga Tax Collection District	786.03	1,366.38
60 Union Tax Collection District	-35.16	6,181.30
62 Warren Tax Collection District	0.00	197.51
63 Washington Tax Collection District	3,552.44	3,822.23
64 Wayne Tax Collection District	33,704.44	331,515.37
65 Westmoreland Tax Collection District	428.06	3,162.76
66 Wyoming Tax Collection District	2,539.96	225,684.04
67 York Tax Collection District	13,782.08	23,693.60
70 Allegheny Central Tax Collection District	12,549.38	16,589.27
71 Allegheny North Tax Collection District	1,380.33	1,894.94
72 Allegheny Southeast Tax Collection District	628.90	888.14
73 Allegheny Southwest Tax Collection District	4,941.89	7,033.43
88 Out of State	4,987.44	65,527.14
99 Unknown	104.54	575.25
Total Collections	<u>2,164,557.44</u>	<u>20,514,460.94</u>

Report can be reconciled by adding the monthly totals from the
TCC Report of the following amounts:

- * Resident EIT from Employers/Taxpayers within the TCD
- * Resident EIT from Other TCD's
- * Non-Resident EIT for Political Subdivisions within the TCD
- * Delinquent Earned Income Taxes Collected

Earned Income Tax (EIT) Collections, Receipts, Distributions and Disbursements for TCD

<u>Collections and Receipts:</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
Collections:		
Resident EIT From Employers/Taxpayers within the TCD	10,750,252.96	13,557,995.99
Resident EIT from Other TCD's	2,862,656.95	3,954,555.14
Non-Resident EIT for Political Subdivisions within the TCD	370,830.17	447,407.44
Non-Resident EIT Received for Other TCD's	2,741,268.76	3,526,190.08
EIT for PSDs Within the TCD, Due Other Tax Officers	0.00	0.00
Delinquent Earned Income Taxes Collected	157,575.21	389,944.93
Unidentified Collections		
Unidentified Collections	22,883.37	
Less Previously Unidentified Collections, Identified in the Current Month	1,935,586.18	
Net Unidentified Collections	<u>-1,912,702.81</u>	<u>40,327.78</u>
Total Collections	14,969,881.24	21,916,421.36
Receipts:		
Investment Income	476.00	1,073.66
Cost Collected by Tax Officer	21,216.97	32,933.94
Court Fees Collected	<u>126.86</u>	<u>567.61</u>
Total Receipts	21,819.83	34,575.21
Total Collections and Receipts	<u>14,991,701.07</u>	<u>21,950,996.57</u>
<u>Distributions and Disbursements:</u>		
Distributions:		
Distributions to TCD Members (See Schedule A)	13,856,455.94	18,008,092.95
Distributions to Other Tax Officers For TCD Members	0.00	0.00
Distributions to Other TCD's (See Schedule B)	<u>2,741,268.76</u>	<u>3,526,190.08</u>
Total Distributions	16,597,724.70	21,534,283.03
Disbursements:		
Taxpayer Refunds	97,169.52	102,770.00
Tax Officer Commissions on Collections	179,355.89	229,367.60
Tax Officer Commissions on Sterling Credits	58.68	178.50
Court Fees Reimbursed to Tax Officer	48.50	48.50
Investment Income Retained by Tax Officer	476.00	1,073.66
Postage Fees	10,835.57	12,495.51
Cost Retained by Tax Officer	<u>21,216.97</u>	<u>32,933.94</u>
Total Disbursements	309,161.13	378,867.71
Total Distributions and Disbursements	<u>16,906,885.83</u>	<u>21,913,150.74</u>
<u>Cash Balance Reconciliation:</u>		
Collections Over/(Under) Disbursements	-1,915,184.76	
Undistributed/Unidentified Cash Balance Beginning	1,953,030.59	
Undistributed/Unidentified Cash Balance Ending	37,845.83	
Total Commission (Invoiced and Netted)	197,249.88	253,761.53

Summary of Distributions to TCC Members From Schedule A Report

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
00 35 030 000 Abington Heights SD	698,779.61	952,731.73
00 35 030 004 Waverly Twp	109,090.70	142,962.27
00 35 030 008 Clarks Green Boro	49,595.33	65,794.97
00 35 030 012 Clarks Summit Boro	118,319.77	158,351.24
00 35 030 016 Glenburn Twp	45,561.42	61,813.88
00 35 030 020 Newton Twp	69,590.74	99,232.13
00 35 030 024 North Abington Twp	25,930.08	33,341.50
00 35 030 028 Ransom Twp	30,783.49	41,477.40
00 35 030 032 South Abington Twp	284,159.04	390,642.41
00 35 130 000 Carbondale ASD	141,556.31	201,223.78
00 35 130 004 Carbondale City	415,448.21	591,775.96
00 35 130 008 Fell Township	46,297.84	64,438.72
00 35 220 000 Dunmore SD	330,841.25	424,636.52
00 35 220 004 Dunmore Boro	362,150.23	467,363.29
00 35 460 000 Lakeland SD	234,545.31	328,945.45
00 35 460 004 Carbondale Twp	22,080.23	30,410.92
00 35 460 008 Greenfield Twp	47,657.95	69,592.84
00 35 460 012 Jermyn Boro	40,342.00	54,638.73
00 35 460 016 Mayfield Boro	34,545.37	45,858.94
00 35 460 020 Scott Twp	102,092.61	141,418.71
00 35 550 000 Mid Valley S D	304,695.13	414,047.08
00 35 550 004 Dickson City Borough	126,250.40	174,179.98
00 35 550 008 Olyphant Boro	111,452.73	151,272.24
00 35 550 012 Throop Boro	95,782.27	124,093.58
00 35 650 000 North Pocono SD	478,902.96	612,953.63
00 35 650 004 Clifton Twp	22,706.36	27,387.90
00 35 650 008 Covington Twp	68,956.11	85,671.17
00 35 650 012 Elmhurst Twp	23,520.48	28,764.29
00 35 650 016 Jefferson Twp	89,880.59	113,594.47
00 35 650 020 Thornhurst Twp	17,564.79	23,394.13
00 35 650 022 Lehigh Twp	31,983.19	41,000.03
00 35 650 024 Madison Twp	52,985.12	68,255.07
00 35 650 028 Moscow Boro	59,827.25	78,454.59
00 35 650 032 Roaring Brook Twp	65,267.07	84,211.92
00 35 650 036 Spring Brook Twp	68,439.22	88,435.90
00 35 660 000 Old Forge S D	182,848.95	239,973.78
00 35 660 004 Old Forge Boro	183,696.71	241,741.74
00 35 700 000 Riverside SD	282,866.81	361,698.98
00 35 700 004 Moosic Boro	189,275.36	238,999.62
00 35 700 008 Taylor Boro	126,593.35	162,073.20
00 35 740 000 Scranton SD	2,097,721.98	2,661,149.74
00 35 740 004 City of Scranton	5,170,264.05	6,548,698.93
00 35 840 000 Valley View SD	371,791.28	507,266.29
00 35 840 004 Archbald Boro	174,698.35	234,494.44

Summary of Distributions to TCC Members From Schedule A Report

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
00 35 840 008 Blakely Boro	125,469.17	169,606.76
00 35 840 012 Jessup Boro	<u>123,648.77</u>	<u>160,022.10</u>
Total Distributions	<u>13,856,455.94</u>	<u>18,008,092.95</u>

These figures represent funds received by the Political Subdivision after any netted commission, postage, TCC Operational Fees, etc., as applicable. Please note, this is not the collections figure. The actual Schedule A report provided to the member PSD shows the total collections.

Schedule B: Distributions to Other Tax Collection Districts

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
01 Adams Tax Collection District	665.73	788.94
03 Armstrong Tax Collection District	374.70	374.70
04 Beaver Tax Collection District	1,103.06	1,490.27
05 Bedford Tax Collection District	2,314.02	2,314.02
06 Berks Tax Collection District	28,032.79	43,309.79
07 Blair Tax Collection District	602.79	602.79
08 Bradford Tax Collection District	22,666.60	28,645.96
09 Bucks Tax Collection District	24,068.39	36,113.15
10 Butler Tax Collection District	2,773.19	2,908.70
11 Cambria Tax Collection District	3,420.48	3,943.89
13 Carbon Tax Collection District	24,079.48	30,093.77
14 Centre Tax Collection District	7,655.71	7,877.58
15 Chester Tax Collection District	11,222.46	16,755.18
16 Clarion Tax Collection District	725.61	725.61
17 Clearfield Tax Collection District	3,158.46	3,541.22
18 Clinton Tax Collection District	3,880.25	4,285.35
19 Columbia Tax Collection District	37,179.64	48,145.66
20 Crawford Tax Collection District	168.78	216.88
21 Cumberland Tax Collection District	7,332.98	8,176.46
22 Dauphin Tax Collection District	9,698.39	11,891.29
23 Delaware Tax Collection District	7,855.76	14,316.31
24 Elk Tax Collection District	330.58	330.58
25 Erie Tax Collection District	4,553.99	5,333.20
26 Fayette Tax Collection District	3,172.72	3,526.19
28 Franklin Tax Collection District	1,460.85	1,512.35
29 Fulton Tax Collection District	131.47	131.47
30 Greene Tax Collection District	653.73	1,026.83
31 Huntingdon Tax Collection District	3,222.53	3,229.33
32 Indiana Tax Collection District	933.83	1,044.04
33 Jefferson Tax Collection District	1,351.06	1,386.35
34 Juniata Tax Collection District	314.44	363.93
36 Lancaster Tax Collection District	6,154.46	7,152.63
37 Lawrence Tax Collection District	1,784.74	2,333.87
38 Lebanon Tax Collection District	3,168.42	5,244.60
39 Lehigh Tax Collection District	78,541.93	128,230.82
40 Luzerne Tax Collection District	1,372,786.73	1,754,234.61
41 Lycoming Tax Collection District	26,613.68	31,498.25
42 McKean Tax Collection District	0.00	9.88
43 Mercer Tax Collection District	11,454.07	11,476.35
44 Mifflin Tax Collection District	1,142.36	1,355.84
45 Monroe Tax Collection District	223,845.57	269,992.75
46 Montgomery Tax Collection District	30,090.16	46,979.61
47 Montour Tax Collection District	2,780.47	3,537.47
48 Northampton Tax Collection District	74,217.73	106,216.53
49 Northumberland Tax Collection District	15,598.18	18,031.50
50 Perry Tax Collection District	1,781.72	2,497.94
52 Pike Tax Collection District	10,554.79	13,405.29
53 Potter Tax Collection District	127.55	254.50
54 Schuylkill Tax Collection District	16,435.19	28,187.80
55 Snyder Tax Collection District	3,825.44	4,820.33

Schedule B: Distributions to Other Tax Collection Districts

<u>Distributions</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
56 Somerset Tax Collection District	954.14	995.35
57 Sullivan Tax Collection District	2,474.22	3,135.44
58 Susquehanna Tax Collection District	208,739.84	265,098.13
59 Tioga Tax Collection District	11,500.97	12,448.15
60 Union Tax Collection District	4,592.70	5,177.42
61 Venango Tax Collection District	258.22	258.22
63 Washington Tax Collection District	8,261.82	11,589.86
64 Wayne Tax Collection District	72,057.16	88,970.98
65 Westmoreland Tax Collection District	6,093.45	6,521.88
66 Wyoming Tax Collection District	303,380.02	379,330.69
67 York Tax Collection District	10,391.15	14,164.94
70 Allegheny Central Tax Collection District	3,662.26	3,690.91
71 Allegheny North Tax Collection District	2,231.49	2,356.93
72 Allegheny Southeast Tax Collection District	4,564.14	4,894.15
73 Allegheny Southwest Tax Collection District	<u>6,099.52</u>	<u>7,694.67</u>
Total Distributions	<u><u>2,741,268.76</u></u>	<u><u>3,526,190.08</u></u>

Schedule C: Collections From Other Tax Collection Districts

<u>Collections</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
00 Not Assigned	282.76	751.61
01 Adams Tax Collection District	0.00	360.18
03 Armstrong Tax Collection District	148.22	148.22
04 Beaver Tax Collection District	1,126.32	2,188.65
06 Berks Tax Collection District	219.27	1,758.12
07 Blair Tax Collection District	757.52	1,797.35
08 Bradford Tax Collection District	16,125.81	25,861.29
09 Bucks Tax Collection District	7,795.40	8,269.44
10 Butler Tax Collection District	55,738.01	123,524.49
11 Cambria Tax Collection District	1,838.14	2,036.87
12 Cameron Tax Collection District	141.07	237.63
13 Carbon Tax Collection District	10,312.13	13,540.01
14 Centre Tax Collection District	3,491.40	6,256.46
15 Chester Tax Collection District	1,345.71	2,422.10
16 Clarion Tax Collection District	235.32	235.32
17 Clearfield Tax Collection District	67.47	89.96
18 Clinton Tax Collection District	77.48	136.47
19 Columbia Tax Collection District	24,153.21	34,288.01
20 Crawford Tax Collection District	227.57	227.57
21 Cumberland Tax Collection District	8,037.53	10,942.20
22 Dauphin Tax Collection District	8,687.59	12,433.21
23 Delaware Tax Collection District	1,081.64	2,904.73
24 Elk Tax Collection District	1,125.08	1,126.20
25 Erie Tax Collection District	17,033.17	32,491.44
26 Fayette Tax Collection District	719.82	1,471.69
28 Franklin Tax Collection District	148.67	247.27
29 Fulton Tax Collection District	0.00	231.70
30 Greene Tax Collection District	0.00	28.62
31 Huntingdon Tax Collection District	0.00	3.14
32 Indiana Tax Collection District	4,202.90	4,696.15
33 Jefferson Tax Collection District	1,569.64	1,978.74
35 Lackawanna Tax Collection District	11,270,106.89	14,354,583.62
36 Lancaster Tax Collection District	899.61	951.76
37 Lawrence Tax Collection District	240.72	894.00
38 Lebanon Tax Collection District	443.24	443.24
39 Lehigh Tax Collection District	60,732.65	84,933.04
40 Luzerne Tax Collection District	1,435,923.79	1,813,301.99
41 Lycoming Tax Collection District	8,569.13	11,110.26
42 McKean Tax Collection District	22.45	22.45
43 Mercer Tax Collection District	641.02	913.77
44 Mifflin Tax Collection District	449.81	486.11
45 Monroe Tax Collection District	454,904.22	545,671.26
46 Montgomery Tax Collection District	165,333.40	372,269.05
47 Montour Tax Collection District	8,071.17	16,352.91
48 Northampton Tax Collection District	10,386.45	11,363.38
49 Northumberland Tax Collection District	1,950.99	1,998.75
50 Perry Tax Collection District	0.00	135.00
52 Pike Tax Collection District	37,721.12	80,924.51
53 Potter Tax Collection District	223.05	226.26
54 Schuylkill Tax Collection District	7,573.47	11,783.76

Schedule C: Collections From Other Tax Collection Districts

<u>Collections</u>	<u>Monthly Total</u>	<u>Year-to-Date Total</u>
55 Snyder Tax Collection District	446.22	954.42
56 Somerset Tax Collection District	146.04	234.26
57 Sullivan Tax Collection District	492.56	1,171.08
58 Susquehanna Tax Collection District	82,375.82	137,712.75
59 Tioga Tax Collection District	298.40	580.35
60 Union Tax Collection District	5,972.64	6,216.46
62 Warren Tax Collection District	197.51	197.51
63 Washington Tax Collection District	83.29	269.79
64 Wayne Tax Collection District	192,498.32	297,810.93
65 Westmoreland Tax Collection District	2,297.64	2,734.70
66 Wyoming Tax Collection District	182,693.45	223,144.08
67 York Tax Collection District	812.12	9,911.52
70 Allegheny Central Tax Collection District	1,773.51	4,039.89
71 Allegheny North Tax Collection District	510.01	514.61
72 Allegheny Southeast Tax Collection District	64.54	259.24
73 Allegheny Southwest Tax Collection District	635.11	2,091.54
88 Out of State	38,866.45	60,539.70
99 Unknown	269.63	470.71
Total Collections	<u>14,141,315.29</u>	<u>18,349,903.50</u>

Report can be reconciled by adding the monthly totals from the TCC Report of the following amounts:

- * Resident EIT from Employers/Taxpayers within the TCD*
- * Resident EIT from Other TCD's*
- * Non-Resident EIT for Political Subdivisions within the TCD*
- * Delinquent Earned Income Taxes Collected*

RESOLUTION NO. _____

2019

AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 6685 AT MULBERRY STREET (SR 3027) TO RELOCATE THE STOP BARS AND PERFORM LANE RE-STRIPING ON THE WESTERLY APPROACH OF MULBERRY STREET TO JEFFERSON AVENUE.

WHEREAS, it is necessary for the Director of the Department of Public Works to sign and submit the traffic signal application on behalf of the City of Scranton. A copy of the application is attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, this application is necessary in order to relocate the stop bars and re-strip the lanes at the intersection of Mulberry Street and Jefferson Avenue in order to allow enough room for large trucks and tractor trailers to turn from Jefferson Avenue onto Mulberry Street and to prevent said trucks from driving on the curb.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Director of the Department of Public Works is authorized to sign and submit the traffic signal application on behalf of the City of Scranton for Traffic Signal Permit No. 6685 at Mulberry Street (SR 3027) to relocate the stop bars and perform lane re-striping on the Westerly approach of Mulberry Street to Jefferson Avenue.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof

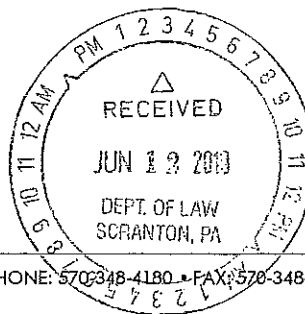
SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.




BUREAU OF ENGINEERING

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197



MEMORANDUM

TO: Jessica Eskra, Esquire, City Solicitor

FROM:  John J. Pocius, P.E., P.L.S., City Engineer
LaBella Associates

DATE: June 10, 2019

RE: *Application for Traffic Signal Approval*
Traffic Signal Permit No. 6685
Mulberry Street (SR 3027) and Jefferson Avenue

Enclosed is one copy (1) of TE-160 (6-12) Application for Traffic Signal Approval. The Project involves the moving of the stop bars location and lane restriping on Mulberry Street (SR 3027) as shown on PennDOT's plan forwarded to City Council via their May 20, 2019 correspondence (copy attached).

We recommend that a Resolution be prepared and forwarded to City Council indicating that *"The Director of the Department of Public Works of the City of Scranton is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the City of Scranton"*.

The Application cannot be signed and dated and witnessed until after the Resolution is passed by City Council and approved by the Mayor. If there are any questions on this matter, please do not hesitate to contact me at (570)904-6189.

JJP/lmz

Z-11-04-30 ESKRA memo-Permit No. 6685-6-10-19

Enclosures

c Dennis Gallagher, Director, Department of Public Works
Donald J. King, AICP, City Planner
Lori Reed, City Clerk
David Bulzoni, City Business Administrator
QA/QC C. File

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

Sheet 1 of 5
DEPARTMENT USE ONLY

County :Lackawanna

Engineering District :4-0

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Dennis Gallagher Title : Director of Department of Public Works

Municipal Name :City of Scranton

Municipal Address : 340 North Washington Avenue, Scranton, PA 18503

Municipal Phone Number : (570) 348-4180

Alternative Phone Number : (570) 357-4988

E-mail Address : dgallagher @ scrantonpa.gov

Municipal Hours of Operation :6:00 a.m. to 2:00 p.m.

B - Application Description

Location (intersection) : Mulberry Street (SR 3027) and Jefferson Avenue

Traffic Control Device is : ☐ NEW Traffic Signal ☒ EXISTING Traffic Signal (Permit Number) : 6685Type of Device (select one) ☒ Traffic Control Signal (MUTCD Section 4D, 4E, 4G) ☐ Flashing Beacon (MUTCD Section 4L) ☐ School Warning System (MUTCD Section 7B)☐ Other :Is Traffic Signal part of a system? : ☒ YES ☐ NO

System Number (if applicable) : Mulberry Street

If YES, provide locations of all signalized intersections in system.

Mulberry Street and Mifflin Avenue; Franklin Avenue; Penn Avenue; Wyoming Avenue; North Washington Avenue; Adams Avenue; Jefferson Avenue; Madison Avenue; Prescott Avenue; and Harrison Avenue.

Explain the proposed improvements :

The scope of this work is to relocate the stop bars and perform lane re-striping on the westerly approach of Mulberry Street to Jefferson Avenue.

Associated with Highway Occupancy Permit (HOP)? : ☐ YES ☒ NO If YES, HOP Application # :

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor☐ Other :

Maintenance and Operations Contact Name : Dennis Gallagher

Company/Organization : City of Scranton

Phone # : (570) 357-4988

Alternative Phone # : (570) 348-4180

E-mail : dgallagher@scrantonpa.gov

D - Attachments Listing

☒ Municipal Resolution (required)☐ Location Map☐ Traffic Volumes / Pedestrian Volumes☐ Letter of Financial Commitment☐ Photographs☐ Turn Lane Analysis☐ Traffic Signal Permit☐ Straight Line Diagram☐ Turn Restriction Studies☐ Warrant Analysis☐ Capacity Analysis☐ Other :☐ Crash Analysis☐ Traffic Impact Study (TIS)☐ Traffic Signal Study☐ Condition Diagram

**Application for
Traffic Signal Approval**

Please Type or Print all information in Blue or Black Ink

County : LackawannaEngineering District : 4-0

Department Tracking # : _____

Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Dennis Gallagher

Date : _____

Signed By : _____

Witness or Attest : _____

Title of Signatory : Director of Department of Public WorksTitle of Witness or Attester: City Solicitor

Exhibit "A":**Preventative and Response Maintenance Requirements**

County :Lackawanna

Engineering District :4-0

Department Tracking # :

Initial Submission Date :

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule**KNOCKDOWNS**

Support - Mast arm
Support - Strain pole
Span wire/tether wire
Pedestal
Cabinet
Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)
Local controller
Master controller
Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
Detector amplifier
Conflict monitor
Flasher
Time clock
Load switch/relay
Coordination unit
Communication interface, mode
Signal cable
Traffic Signal Communications
Traffic Signal Systems

Final Only
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Final Only
Final Only
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only
Final Only
Final Only

Exhibit "B":
Recordkeeping



Sheet 4 of 5
DEPARTMENT USE ONLY

County :Lackawanna

Engineering District :4-0

Department Tracking # :

Initial Submission Date :

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 14, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

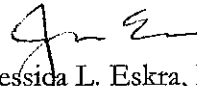
JUN 14 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 6685 AT MULBERRY STREET (SR 3027) TO RELOCATE THE STOP BARS AND PERFORM LANE RE-STRIPING ON THE WESTERLY APPROACH OF MULBERRY STREET TO JEFFERSON AVENUE.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

ACCEPTING A DONATION FROM THE BOARD OF AMOS TOWERS PRESENTED TO THE CITY OF SCRANTON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS FOR THE PURCHASE OF A 35MM CAMERA AND THREE (3) CORDLESS TOOL KITS TO BE USED IN FIRE INVESTIGATIONS.

WHEREAS, the Board of Amos Towers has authorized a gift of a 35mm Camera (Nikon D5600) and three (3) Cordless Tool Kits (Dewalt 7 - Power Tool Combo Kit with Charger) and two (2) Batteries to the Scranton Fire Department; and

WHEREAS, the new 35 mm camera will be used for crime scene photos and the three (3) cordless tool kits would eliminate tying up a truck to use a generator and electric tools as gas tools cannot be used for contamination reasons; and

WHEREAS, upon obtaining total cost for the purchase of the 35mm camera and the three (3) cordless tool kits Amos Towers will provide the Fire Department with a check to cover the costs of the purchase which will be deposited into Special City Account No. 02.229544 entitled "Fire Department Donations."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the donation of Two Thousand Five Hundred (\$2,500.00) Dollars for a 35mm camera and three (3) cordless tool kits by the Board of Amos Towers is hereby accepted and said funds for the purchase will be deposited into Special City Account 02.009544 entitled "Fire Department Donations."

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



Amos Towers

A Senior Living Community

525 Jefferson Avenue · Scranton, PA 18510

Phone: 570.347.6551 · Fax: 570.343.7159

Email: amostowers@gmail.com

TDD 1-800-927-9275

June 11, 2019

Chief Allen Lucas
Deputy Fire Chief
Scranton Fire Department
518 Mulberry Street
Scranton, PA 18510

Dear Chief Lucas,

On behalf of Amos Towers, located at 525 Jefferson Avenue, we would like to thank you for all of the hard work that the Scranton Fire Department does on a daily basis. Each year, we always reach out to see what the department is in need of. This year, we would like to make a donation of the following items not to exceed \$2,500.00:

1. 35mm Camera – Nikon D5600
2. (3) – Cordless Tool Kits – Dewalt 7-Power Tool Combo Kit with Charger and 2 Batteries

We hope that these items are useful for the station's Fire Investigators. It is our pleasure to contribute whatever the Scranton Fire Department is in need of. Once again, we appreciate all that you do throughout the area.

Respectfully,


Martin Fotta
V.P. of Community Development



Amos Towers does not discriminate on the basis of handicapped status in the admission or access or treatment or employment in, its federally assisted program and activities.

Apartment showing by appointment only





DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 14, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

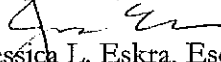
JUN 14 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING A DONATION FROM THE BOARD OF AMOS TOWERS PRESENTED TO THE CITY OF SCRANTON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS FOR THE PURCHASE OF A 35MM CAMERA AND THREE (3) CORDLESS TOOL KITS TO BE USED IN FIRE INVESTIGATIONS.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH FIDELITY DEPOSIT AND DISCOUNT BANK TO PROVIDE PAYING AGENT SERVICES FOR THE CITY OF SCRANTON FROM AUGUST 1, 2019 THROUGH DECEMBER 31, 2024.

WHEREAS, a request for Proposals was advertised for Paying Agent Services for the City of Scranton one (1) proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to Fidelity Deposit and Discount Bank for all reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Fidelity Deposit and Discount Bank to provide Paying Agent Services for the City of Scranton from August 1, 2019 through December 31, 2024.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2019 effective from
August 1, 2019 to December 31, 2024 by and between the City of Scranton, 340 North
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

FIDELITY DEPOSIT AND DISCOUNT BANK
101 NORTH BLAKELY STREET
DUNMORE, PA
PHONE NO. (570) 504-2245

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in
accordance with the terms and conditions hereinafter set forth and the Contractor is ready,
willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises
each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of
providing paying agent services to the City of Scranton. The Contractor hereby covenants,
contracts and agrees to furnish Scranton with:

CITY OF SCRANTON
PAYING AGENT SERVICES
AUGUST 1, 2019 THROUGH DECEMBER 31, 2024
PER THE ATTACHED BID PROPOSAL AND SPECIFICATIONS
FOR ANNUAL FEES OF:

BOND ISSUE	\$1,000/BOND
PAYING AGENT	
EIT TAN	\$6,500
REAL ESTATE	\$6,500
TAX DEBT	
SERVICE	

Said services to be furnished and delivered in strict and entire conformity with Scranton's
Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference
thereto and the Bid Proposal submitted by Fidelity Deposit and Discount Bank dated May 20,
2019 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said
Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the
same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely
as an independent contractor, and nothing contained or implied shall at any time be so construed
as to create the relationship of employer and employee, partnership, principal/agent, or joint
adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Professional Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$ 1,000,000 each person \$ 1,000,000 each occurrence \$ 1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
Personal Injury	\$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration data;
- (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
- (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
- (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council.

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

FIDELITY DEPOSIT AND DISCOUNT BANK

BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION



SCRANTON

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225

May 29, 2019

Memo

To: William Courtright, Mayor
Jessica Eskra, Solicitor
Lori Reed, City Clerk
Wayne Beck, Treasurer

From: David Bulzoni, Business Administrator

Re: Appointment of a Single Point Paying Agent

All,

I reviewed the single proposal received on May 24, as noted below. The City presently maintains a paying agent relationship with Community Bank, NA, which includes the single point concept for the payment of all City debt service, and the required appointment as paying agent for two bond issues. The two bond issues are the series of 2016 and 2017. Paying agent services are required for general obligation debt, typically bond issues, and not associated with revenue related debt, such as guaranteed lease revenue obligations and parking revenue bonds. Those responsibilities, generally, are performed by the trustee. The Request for Proposal was prompted by notification from Community Bank that it is discontinuing corporate trust operations in Scranton which will require the transfer of those present responsibilities.

As you are aware, the thought process behind the appointment of the single point paying agent is as follows: The City's debt payments, excluding commercial lease obligations, are managed by one source, which has created a better communication level between the City, the investment community, and the rating agencies and has restored confidence in the City's fiscal operation. This structure has been a component in the rationale behind the reinstatement of the City's debt rating to BB+ by Standard and Poor's. Implementing this structure caused the City to collapse the existing paying agent relationships into one source to meet debt service needs. The concept is, basically, utilizing a service to manage the City's debt service check book.

The City elevated the concept by designating a percentage of real estate tax revenue each year for debt service needs. This designated revenue percentage is allocated directly to the paying agent by the Single Tax Office. The Single Tax Office is presently required by legislation to transfer 32% of real estate taxes collected for the current fiscal year to the

paying agent. The City previously used a millage component but the percentage allocation allowed for a more effective calculation. The City also uses the paying agent for payments on the City's annual tax and revenue anticipation note. The 2019 note was issued to M&T Bank. Based on an agreed revenue allocation, the earned income tax collecting agent, Berkheimer, will transfer collections to the paying agent who retains the necessary funds to pay off the tax anticipation note and transfer the remainder to the City treasury for operations. Both concepts have functioned very effectively and are separate and distinct. Paying agent responsibilities are exclusive only to banks which maintain corporate trust departments. The City also has designated M&T Bank for paying agent responsibilities but unlike the traditional function, those responsibilities are conducted on a pass-through basis.

The City received a proposal from Fidelity Bank. For the most part, the construct of the proposal content is similar those received in 2014 by Community Bank and M&T Bank. The services are generally not disparate from bank to bank. They operate with similar cost bases; fees are associated with, primarily, initial and successor appointments. The fee schedules are as follows:

City of Scranton			
Paying Agent Services			
		Fidelity Bank	
Single Source Paying Agent Services			
Initial Set Up Fees	<u>1@000</u>	\$ 0	\$ -
Annual Administration Fees	<u>2@6500</u>	\$13,500	\$ -
Total Fees		\$13,500	
Successor Paying Agent Fees			
Initial Set Up Fees	<u>2@000</u>	\$ 000	\$000
Annual Administration Fees	<u>2@1000</u>	\$ 2,000	\$000
Total Fees		\$2,000	\$000
Total Annual Fee		\$15,500	\$000
less Initial Set Up Fee		\$ 000	\$000
plus lockbox fee		\$ -	\$000
Projected Annual Fees		\$15,500	\$000

The total annual fee assessed by Community Bank is \$13,000.00, which includes the annual administration fee of \$8,000 plus a lockbox fee of \$5,000.00. The bank also assessed a one-time set up fee of \$21,000. Fidelity Bank will assess a fee of \$6,500 for the general obligation debt paying single point paying agent services and the same annual fee for the management of the tax anticipation note payments. Single issue fees are \$1,000 for each bond issue transferred from Community Bank. Two bond issues are transferred with the single point payment responsibilities.

Given the comparability to the existing fee set, I would recommend transferring the relationship to Fidelity Bank. If the City does not seek to issue a tax anticipation note or does not use the payment function, the fees would only apply to the real estate tax function.

The Office of the Business Administrator recommends the retention of the Fidelity Bank based on the above review.

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

May 24, 2019

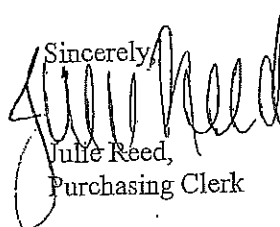
Mr. David Bulzoni
Municipal Building
340 N. Washington Ave.
Scranton, Penna. 18503

Dear Mr. Bulzoni,

This is to inform you that bids were opened on Friday, May 24, 2019 in Council Chambers for the City of Scranton Paying Agent Services. I attached copies of the bid submitted by the following company:

Fidelity Bank

After your review of the bid, please inform the Law Department of your decision so they may call for a contract or reject the bid. Thank you for your cooperation in this matter.

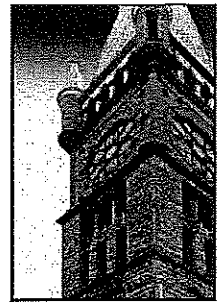
Sincerely,

Julie Reed,
Purchasing Clerk

Attachments

Cc: Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni, Business Administer
Mrs. Lori Reed, City Clerk
• Mrs. Jessica Eskra, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

April 23, 2019

Mr. David Bulzoni
Business Administrator
City of Scranton
Municipal Building
Scranton Pa, 18503

Dear Mr. Bulzoni

This is to inform you that proposals will be opened in City Council Chambers on Friday, May 24, 2019 at 10:00 AM for the following:

**City of Scranton
Paying Agent Services
August 1, 2019 thru December 31, 2024**

Attached, please find RFP and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mr. David Bulzoni, Business Administrator
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Financial Manager
Mrs. Jessica Eskra, City Solicitor
File

REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. May 24, 2019, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON PAYING AGENT SERVICES August 1, 2019 – December 31, 2024

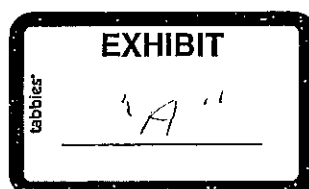
The Bank/Financial Institution awarded the bid will be the paying agent of City of Scranton debt service payments of record for five consecutive years. All proposals shall be in accordance with the Request for Proposal (RFP) specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Paying Agent Services". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal.

If you have any questions, please call David M. Bulzoni, Business Administrator, at (570) 348-4118.

David M. Bulzoni

Business Administrator



SECTION I INTRODUCTION

Request for sealed proposals for paying agent services will be accepted by the City of Scranton (the "City"), Attention Roseann Novembrino, City Controller, City of Scranton, Second Floor, 340 North Washington Avenue, Scranton, PA 18503, May 24, 2019 by 10:00 a.m. The sealed proposals must be in the possession of the City Controller at that time.

Please forward any questions for clarifications to David M. Bulzoni, Business Administrator 570-348-4214 or dbulzoni@scrantonpa.gov

Documents Required with Submittal

All documents to be completed and executed by authorized bank/financial institution representative:

1. Response to Proposal. All proposals must include executed affidavits A through D;
2. Proposed Services, Fees and Earnings;
3. Proposed Implementation Schedule;
4. All proposals submitted to the City of Scranton are **REQUIRED** to include a certificate of insurance of the prospective bidder's insurance coverage. The city **REQUIRES** the successful bidder to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding the contract.

BACKGROUND AND OBJECTIVES

The City of Scranton is a Class 2-A/Home Rule City governed jointly by a mayor and city council. The City of Scranton has determined that it is in the best interest of the operation of the City to seek proposals for single point paying agent services. The paying agent will be responsible for making payments of principal and interest to the City's debt holders from funds provided by the City based on an agreed upon funding schedule. It is the intent of the City to continue the single point service for all current and future debt service payments. The procedure began in 2015. Community Bank N.A. is currently the City of Scranton Single Point Paying Agent. The request for proposal affects only those components of the City's overall banking relationship identified in this document and does not affect either other components of the City's banking relationships or those relationships maintained by component units of the City of Scranton.

The objective of this Request for Proposal is to identify the banking/financial institution that can offer the highest quality service at the best value to the City of Scranton. The City, through the paying agent relationship, intends to maximize the effectiveness of making debt service payments in a timely manner, maximize interest earnings of those funds maintained on deposit until remitted for payment, and minimize cost and management time

An important aspect of this proposal is to effectively coordinate with the City the timetable and funding requirements of the City's current and future debt service payments, including, but not limited to, bank and bond related debt. Commercial lease payments are not included in those responsibilities. For those funds maintained on deposit until remitted for payment, the bank/financial institution represents, warrants and covenants that, at all times, the assets pledged by the Bank as Collateral will comply with Act 72 of 1971 and Act 10 of 2016.

LENGTH OF RELATIONSHIP

The City of Scranton is interested in establishing a stable relationship with your bank/financial institution. To do this, the City would like to develop a paying agent agreement with a term of five (5) years with an option to renew for additional years as determined by the City of Scranton. After the initial five years, the contract may be renegotiated for a two year period of extension should this be deemed necessary. The proposal and subsequent paying agent agreement will include these terms.

Either party with a 60-day written notice may terminate the agreement for any reason. The City of Scranton can terminate the agreement immediately should in its sole opinion information be received relating to the declining creditworthiness of the bank/financial institution or other adverse changes determined by the City to jeopardize the paying agent relationship.

SELECTION CRITERIA

The City will evaluate each proposal received based on the following criteria:

- ◆ Technical Qualifications: Qualifications relating to this work including prior experience and demonstrated ability in related operations. Performance record, quality of work, the ability to commit the necessary time to the City of Scranton to perform the required services, and the qualifications of assigned individuals
- ◆ Approach methodology
- ◆ Investment of Funds maintained on deposit
- ◆ Cost and Delivery of Services
- ◆ Industry experience with governmental organizations (references to be supplied).
- ◆ Completeness of proposal and overall best value for the City of Scranton.

TERMS AND CONDITIONS

Please be aware that this is a request for professional services, and not a competitive bid. The City is not required to conduct its request for professional services in accordance with competitive bidding laws.

The terms and conditions of this proposal process are as follows:

1. The City of Scranton reserves the right to reject any or all proposals and is not obligated to select the lowest cost proposal;

2. The City of Scranton may waive any irregularities or informalities and select the best proposal in the opinion of the City;
3. The City of Scranton may render the proposal invalid due to unauthorized modifications of specification forms or terms.

SECTION II RFP TIMETABLE

The RFP will be available to interested institutions on or after April 25, 2019.

All proposals are due and will be opened on May 24, 2014 at 10:00 a.m.

Final selection will occur after review and approval by the Office of Business Administration of the City of Scranton no later than June 10, 2019.

Service implementation will be scheduled to begin according to an agreed upon schedule between the City of Scranton and the bank.

SECTION III SCOPE OF SERVICES

The Single Point Paying Agent will provide the following services:

1. Work closely with the City of Scranton to continue the timely payment of debt obligations and execute transactions in the most cost effective and efficient manner;
2. Continue with establish procedures that ensure that all parties fulfill their fiduciary and operational responsibilities;
3. Assist the City in a reduction in existing paying agent relationships as necessary through consolidation of the services;
4. Review existing contractual terms and conditions and ensure compliance with those terms and conditions;
5. Monitor the funding schedule with the City to ensure that debt payments are met in a timely manner; Establish procedures that ensure that all parties fulfill their fiduciary and operational responsibilities;
6. Work with the bank (and bank counsel, if appropriate) on proposed transactions or any initiatives related to existing obligations.

Experience

Please detail your experience in Paying Agent Services.

The successful bidder shall have at least ten (10) years of Local Government Paying Agent Services. The successful bidder shall also have assisted City governments in the Commonwealth of Pennsylvania with any of the above described services.

Please provide references related to paying agent provided to City government in the Commonwealth of Pennsylvania.

Bidders must have offices located within Pennsylvania prior to issuance of this RFP.

Bidders shall provide resumes of all qualified personnel that will undertake any assignment in this process.

Fees and Expenses

Please detail your Fees and Expenses associated with the provision of your responsibilities on an attachment to the Proposal response.

Other Information

Any additional information that the bidder considers pertinent for consideration should be included in this section.

Proposals

The proposals submitted to the City of Scranton shall also include the following:

A statement of assurance will be provided that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations.

A statement that the prospective bidder is not involved in any current litigation with the City.

Proposals will be confidential until the Paying Agent is selected and a contract is executed.

Questions and Addenda

Any questions regarding this RFP shall be directed to David M. Bulzoni, Business Administrator, by phone 570-348-4118, fax 570-348-4225 or by email at dbulzoni@scrantonpa.gov. The questions will be answered within 48 hours of submittal.

If at any time this RFP needs to be revised, an amendment will be issued to all responders.

Submission of Proposals

All proposals must be either hand delivered or mailed to the City Controller, City Hall, 2nd Floor, 340 North Washington Ave., Scranton, PA 18503. Proposals **will not be** accepted by email. The City of Scranton will require Six (6) copies of this proposal which should be placed in a sealed envelope and marked "City of Scranton Paying Agent Services." All proposals are due by May 24, 2019 at 10:00 a.m. Any proposal received after the above-mentioned time and date **will not be accepted**. Prospective bidders will not contact elected or appointed officials within the City of Scranton or its component units to advance the consideration of a proposal.

SECTION VI WAIVER OF FORMALITIES

The City of Scranton reserves the right to waive any formalities applicable to any provisions contained within the Request for Proposal – Banking Services.

BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any bank that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different bidder, or any two or more banks that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any bank that attempts to influence a City official to award this contract to such bidder's banking institution by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such banking institution shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any bank that knows of any City official having a material direct or indirect financial interest in such bidder's banking institution shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the bank's disqualification from further consideration of award of this contract.

**ATTACHMENTS
DATA SUBMISSION DOCUMENTS**

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess

(8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(11) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

NAME OF PROPOSER: _____

BY: _____

TITLE: _____

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001

DATE: _____

NAME OF PROPOSER: _____

BY _____

TITLE: _____

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1. He is _____

(Owner, partner, officer, representative or agent)

of _____, the Bidder that has
submitted the bid;

2. He is fully informed respecting the preparation and contents of the
attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners,
agents, Representatives, employees or parties in interest, including this
affiant, has in any way colluded, conspired, connived or agreed, directly or
indirectly with any other Bidder, firm or person to submit a collusive or
sham Bid in connection with the Contract for which the attached Bid has
been submitted or to refrain from bidding in connection with such Contract,
or has in any manner, directly or indirectly, sought by agreement or collusion
or communication or conference with any other Bidder, or to Bidder, or to
secure through any collusion, conspiracy, connivance or unlawful agreement
any advantage against the City of Scranton (Local Public Agency) or any
person interested in the proposed Contract; and;

5. The price or prices quoted in the attached Bid are fair and proper and
are not tainted by any collusion, conspiracy, connivance or unlawful
agreement on the part of the bidder or any of its agents, representatives,
owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____ 20____

(TITLE) _____

MY COMMISSION EXPIRES

_____, 20 _____

Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.

2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.

3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.

4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.

5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION I _____, hereby state that I am (title) _____ for,
_____ and am authorized to make this verification.

Signature: _____

DATA SUBMISSION DOCUMENT

THIS PROPOSAL, WHICH INCLUDES AFFIDAVITS
A, B, C AND D MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN
10:00 a.m.
May 24, 2019

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

NAME OF BANK/FINANCIAL INSTITUTION: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

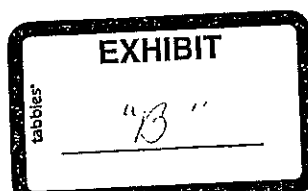


Response to Request for Proposal
PAYING AGENT SERVICES

Prepared For:
City of Scranton



May 24, 2019





May 24, 2019

Ms. Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue, 2nd Floor
Scranton, PA 18503

Dear Ms. Novembrino:

Fidelity Bank is pleased to submit the enclosed Proposal for Paying Agent Services to assist the City of Scranton. We appreciate the opportunity to further deepen our relationship with the City. Our team of local bankers has provided detailed responses to questions/requirements as outlined in your request.

As a community bank, headquartered in Lackawanna County, we believe strongly in helping local businesses, public entities and organizations grow and prosper. Our team works to deliver innovative and efficient products and services so that we can offer the City of Scranton the best financial assistance available. By choosing Fidelity Bank, you're choosing a trusted financial advisor dedicated to taking the time to understand the City's unique needs and not only provide financial assistance to the City as a whole, but also to its employees.

As a leader in community banking in northeastern Pennsylvania, our organization, which is approaching two hundred employees, has received the following accolades:

- Earned a Five Star "Superior" rating for 18 consecutive quarters from Bauer Financial, Inc., the nation's leading bank rating and research firm. This is the highest possible rating a bank can receive.
- Ranked in top 200 of 900 Community Banks by *American Banker* magazine for 5th successive year
- Recipient of the "2018 SAGE Award" for Fastest Growing Company by the Greater Scranton Chamber of Commerce.
- Voted the "2018 Best Bank" by readers of *The Times Tribune* newspaper. We have received this recognition five of the last six years.
- Ranked #3 by *Forbes* magazine for "2018 Best-In-State-Bank".
- Ranked #1 mortgage lender in Lackawanna County for 8 consecutive years based upon peer bank and HMDA data.
- Added to the Russell 2000 family of stocks, June 2018.

We have been a trusted financial advisor to the City of Scranton for many years. In 2010 and 2011, we were part of a large bank group that provided TAN financing for \$9,500,000 each year. Fidelity Bank was the Paying and Escrow Agent for the City's 2001A and 2001C series bond issues, and Fidelity Bank served as Trustee for the Redevelopment Authority of the City of Scranton's 2006 and 2008 bond issues. Currently, Fidelity Bank's Trust Department maintains a settlement account for the City of Scranton established to pay outstanding pensions for the City. In addition, the Trust Department also maintains for the City two agency investment management accounts for the City's worker's compensation plan.

The highlights of our proposal are as follows:

- Fidelity Bank would be honored to serve as Paying Agent for the City of Scranton. Fidelity Bank has over 22 years of corporate trust experience, which includes the role of Paying Agent. With this experience, the City can have the confidence that its payments will be managed correctly and made efficiently.
- We have provided experienced, knowledgeable references.
- Our Wealth Management Department officers have more than 180 years of combined experience in the banking, wealth management, law, and trust arenas, and will provide any assistance needed during the conversion to Fidelity Bank.
- There will be a quarterly meeting, or as necessary, with representatives of the City and the Fidelity team to review the City's overall relationship and potential opportunities.

The Bank employs 198 individuals; 98 of whom work in the City of Scranton. The Bank has three branches (Green Ridge, Downtown Scranton and West Scranton) in Scranton, and our Operations Center which is located adjacent to City Hall.

Our team lives and works in our market and is confident that the implementation of our proposal will meet or exceed your expectations. The City has access to a *local team* of professionals located nearby in Scranton and Dunmore. Your relationship team is available *24 hours a day, 7 days a week* and includes the following individuals:

- Daniel J. Santaniello, President & Chief Executive Officer
 - Email: dan.santaniello@fddb.com
 - Office Phone: (570) 504-8035
 - Cell Phone: (570) 430-6499
- Timothy P. O'Brien, Senior Executive Vice President & Chief Lending Officer
 - Email: tim.obrien@fddb.com
 - Office Phone: (570) 504-2230
 - Cell Phone: (570) 313-1807
- Jack Ferrett, Senior Vice President, Business Relationship Manager
 - Email: Jack.Ferrett@fddb.com
 - Office Phone: (570) 504-2235
 - Cell Phone: (570) 466-8924
- Theresa Hinton, Vice President & Trust Officer
 - Email: theresa.hinton@fddb.com
 - Office Phone: (570) 504-2260
 - Cell Phone: (570) 561-5081
- Sharon Mullaney, Vice President & Business Services Manager
 - Email: sharon.mullaney@fddb.com
 - Office Phone: (570) 504-8079
 - Cell Phone: (570) 780-8391
- Diane Fonner, Assistant Vice President & Corporate Trust Officer
 - Email: diane.fonner@fddb.com
 - Office Phone: (570) 504-2245
 - Cell Phone: (570) 493-0193

Ms. Roseann Novembrino

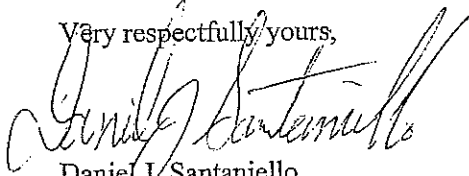
May 24, 2019

Page | 3

We appreciate the existing relationship we have with the City of Scranton and look forward to expanding it. Our goal is to further deepen our relationship with the City not only as a financial services provider, but as a partner and trusted advisor. We feel strongly that we are in a unique position to offer you not only the best in financial assistance, but also the utmost time and attention which begins with the service provided during the conversion process. The City already has accounts and services with Fidelity Bank; therefore, we expect the transition to go smoothly for your employees since they are using our systems and services today.

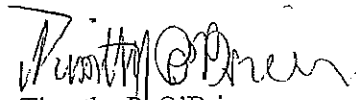
We look forward to meeting with you to review our proposal in detail and answer any questions you or your staff may have.

Very respectfully yours,



Daniel J. Santaniello
President & Chief Executive Officer

Very respectfully yours,



Timothy P. O'Brien
Senior Executive Vice President & Chief Lending
Officer

DATA SUBMISSION DOCUMENT

THIS PROPOSAL, WHICH INCLUDES AFFIDAVITS
A, B, C AND D MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN
10:00 a.m.
May 24, 2019

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

NAME OF BANK/FINANCIAL INSTITUTION: Fidelity Bank

CONTACT PERSON: Diane Fonner

STREET ADDRESS: 101 North Blakely Street

CITY/STATE/ZIP: Dunmore, PA 18512

TELEPHONE NUMBER: (570) 504-2245

FAX NUMBER: (570) 504-0273

EMAIL ADDRESS: diane.fonner@fddb.com

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D. Disclosures by Firm or Contractor	
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F. Operations, Litigation, Confidentiality	
G. Liability Insurance Coverage	

A) Organization

1. About Fidelity Bank

Founded in 1903, Fidelity Bank is proud to be a locally owned and operated community bank serving individuals, businesses, families and governments of our area for over 115 years. In addition to our commercial, institutional, business and retail banking operations, Fidelity Bank has a full-service Wealth Management Department that provides sound advice, prudent investment management, along with corporate trust services that include bond issue trustee, escrow, and paying agent services. With more than 400 personal, corporate, and governmental accounts under management, Fidelity Bank employs nine (9) full time Trust Officers and staff. Collectively, our Wealth Management Department officers have more than 180 years of combined experience in the banking, wealth management, law, and trust arenas. We pride ourselves on the personalized service we provide, and we take the time to know our clients and prepare thoughtful, customized solutions to meet their needs.

Our mission is to be the best bank for our employees to work, our customers to bank, our shareholders to invest, and our community to prosper. Our strategic plan revolves around customer relationships. Within our organization, our bankers are engaged in the Fidelity Model Experience, a set of standards which brings a superior banking experience to our clients. Our core values are passion, commitment, integrity, relationships, innovation and success, and they frame each decision we make daily.

With our mission, our core values and our focus on customer experience as our guideposts, we ensure that our relationship with our trust and investment clients includes a strong understanding of not only their financial goals, but their purpose, beliefs and their organizational goals, as well. Relationship is more than an investment account. Each client has an assigned team of experienced, knowledgeable professionals who collaborate and provide insights and customized solutions to bring financial stability. The relationship manager serves as the primary point of contact and leads and coordinates the relationship team. Committed to proactively providing an exceptional customer experience, Fidelity Bank offers its customers access to all team members, as well as executive management, a client care center staffed by knowledgeable, caring professionals, empowered employees to provide timely service and solutions, and holistic solutions to assure our client's financial needs are fulfilled.

In addition to our superior customer service, Fidelity Bank is distinguishable from our peers through the nationally recognized accreditations earned by our bank and our staff. Fidelity Deposit & Discount Bank was named one of the Top Three banks in Pennsylvania. A bank's score is a direct reflection of

customer opinion and satisfaction. Only banks receiving the highest ratings are awarded the title "Best-In-State". Only 124 banks in the country (2.2%) received this honor. Banks that have branches in at least 15 states were excluded from the survey.

2. Primary Contacts

Fidelity Bank's primary contacts for the City will be Diane Fonner, Corporate Trust Officer and Jack Ferrett, SVP, Business Relationship Manager. Diane and Jack's contact information is as follows:

- Diane Fonner, Assistant Vice President & Corporate Trust Officer
 - Email: diane.fonner@fddb.com
 - Office Phone: (570) 504-2245
 - Cell Phone: (570) 493-0193
- Jack Ferrett, Senior Vice President, Business Relationship Manager
 - Email: jack.ferrett@fddb.com
 - Office Phone: (570) 504-2235
 - Cell Phone: (570) 466-8924

Diane Fonner, Assistant Vice President & Corporate Trust Officer, is an ICB Certified Corporate Trust Specialist and is a graduate of the American Bankers' Association National Trust School. Diane brings more than 30 years of corporate trust experience including all aspects of corporate trust administration, in the capacities of paying agent, transfer agent, escrow agent and trustee.

John M. Ferrett, Senior Vice President, Commercial Relationship Manager, is a graduate of The Pennsylvania State University and the Pennsylvania Bankers' Association Commercial Lending School. Jack has over 35 years in the banking industry, specializing in commercial lending and portfolio management. Jack's expertise has helped his clients accomplish their goals by navigating them through lending programs offered by the Small Business Administration, Federal Home Loan bank of Pittsburgh, Metro Action Scranton Chamber of Commerce, and NEPA Alliance.

3. The City of Scranton & Fidelity Bank Relationship

Fidelity Bank has enjoyed the relationship it has had with the City of Scranton and holds it in high regard, not only from a banking perspective, but as a partner within the community in which our employees work and live, as well.

Fidelity has been a trusted financial advisor to the City of Scranton for

many years. In 2010 and 2011, we provided the leadership for a group of banks that provided TAN financing for \$9,500,000 each year.

Currently, Fidelity Bank's Trust Department maintains a settlement account for the City of Scranton established to pay outstanding pensions for the City. Fidelity has worked closely with the City on this account for nearly three (3) years in identifying appropriate payees, disbursing funds pursuant to the direction of the City as well as delivering tax reporting to all fund recipients and assisting the City in resolving issues as they arose, such as the death of a retiree. To date, Fidelity has acted as the paying agent for this account and distributed and accounted for in excess of \$33,000,000.00.

In addition, Fidelity Bank's Trust Department currently maintains two investment management agency accounts for the City's worker's compensation plan. These two (2) accounts consist of the Funding Account and the Reserve Account. As agent for these accounts, Fidelity processes financial transactions at the direction of the City.

We have also supported the collection and processing of City real estate tax payments in our branches and through our lockbox system.

The City has maintained multiple depository accounts with us since 1999, and we look forward to expanding our relationship to include the accounts and services included in this Request for Proposal. Our approach is consultative, with a focus on creating efficient processes and maximizing cash flow. Our objectives are simple – help the City make money, save money and save time.

We are proud to provide banking services to over 6,800 households and businesses in the City of Scranton. We have over 12,000 depository accounts with balances of over \$250 million and more than 21,000 loans and lines of credit with balances of over \$120 million. We are ranked as the #1 mortgage lender in Lackawanna County and currently have 569 mortgage loans for City residents, with outstanding balances close to \$20 million.

Over the last five years, the Bank has made donations in excess of \$2,000,000 as part of the Pennsylvania Department of Community and Economic Development's Educational Improvement Tax Credit (EITC) program to approved organizations in the City of Scranton. These contributions are used for educational improvement and learning programs

Fidelity Bank is proud of our employees' commitment to community involvement. Since 2016, our employees have volunteered over 2,500 hours to organizations located within the City of Scranton.

The Bank employs 198 individuals, of which 98 work in the City of Scranton. The Bank has three branches (Green Ridge, Downtown Scranton and West Scranton) in Scranton, and our Operations Center which is located adjacent to City Hall.

The City of Scranton and Fidelity Bank have enjoyed a long and mutually beneficial relationship. We look forward to continuing that relationship by becoming the single point paying agent for the City.

B) Paying Agent Services

1. Bond Issue Paying Agent Services

Fidelity Bank has offered corporate trust services since 1997. Over those 22 years, we have been administrator, trustee, transfer agent, paying agent, or escrow agent for over 200 bond issues. We have provided these services to numerous boroughs, cities, municipal authorities, school districts, and county governments in the Commonwealth of Pennsylvania. Included in these government entities is the City of Scranton, as well.

Fidelity Bank was the Paying and Escrow Agent for the City's 2001A and 2001C series bond issues; and Fidelity Bank was the Trustee for the Redevelopment Authority of the City of Scranton's 2006 and 2008 bond issues.

Fidelity Bank would be honored to resume a bond issue relationship with the City of Scranton to act as Paying Agent, Transfer Agent, Bond Registrar and Sinking Fund Depository for the currently outstanding two (2) bond issues for the City of Scranton, Series 2016 and 2017 Bond Issues. Fidelity will perform the following services for the duration of the bond issue term:

- Maintenance of all records by payment date, bond number and bondholder.
- Maintenance of maturity schedule for redemption of bonds and calls.
- Notification and collection of debt service payments from the City.
- Ensure the prompt payment by wire of principal and interest to the Depository Trust Company.
- Prepare the destruction certificates for all paid bonds.
- Mail statements of all transactions on a monthly, quarterly or semi-annual basis.

If the City should participate in additional bond issues and require the services of Fidelity Bank from the start of the issue, in addition to the services outlined above, Fidelity will provide the following services:

- Review of closing documents.
- Review of the bonds.
- Authentication of the original issuance.
- Participation in bond settlement and delivery of bonds.

2. Tax Anticipation Paying Agent Services

In addition to the paying agent services relative to the outstanding bond issues, Fidelity Bank is well suited to provide all necessary paying agent services to the City of Scranton for its tax anticipation obligations. With its experience in numerous paying agent roles, Fidelity Bank is well prepared to provide all paying agent services to the City of Scranton. Fidelity has the necessary technology, experienced staff and relationship with the City of Scranton to be able to fulfill all of the City's needs in these regards. Fidelity currently has a staff of nine (9) within the trust services section of its Wealth Management division, all of whom are available to service the City and meet its payment obligations.

Fidelity Bank will process all incoming wires or ACH transactions from the tax collection agencies on the time line set by the City, and pursuant to its directions, disburse funds received as directed, via wire, ACH or check. Fidelity will also ensure timely payments of any and all City tax anticipation notes per their terms. Other miscellaneous payments as requested from time to time by the City of Scranton will also be made by Fidelity on an as-needed basis.

C) Paying Agent Service Fees

1. Bond Issue Service Fees

Initial Fee

Our regular initial fee for an original issuance is \$1,000.00. However, because the two (2) bond issues subject to this RFP are not original issues, Fidelity will waive this fee for both bond issues currently outstanding for the City. Future original bond issues, if any, will be subject to this fee.

Annual Fee:

Our annual fee for these services will be \$1,000.00 per series. This fee will be billed within 30 days of Fidelity's assumption of paying agent services. Fidelity guarantees these fees for the initial five (5) year term of the contract. Should the City execute its option to renew for additional years, these fees may be renegotiated for successive two-year periods as agreed between the parties.

2. Tax Anticipation Service Fees

In addition to the paying agent services for bond issues, Fidelity Bank can provide the City of Scranton with single point paying agent services for a fee of \$6,500.00 per year. If outgoing wires are required, Fidelity will charge the City for the wire transfer fees associated with these payments. Currently, the wire transfer fee is \$20 per wire.

3. Summary of Paying Agent Service Fees

Paying Agent Service	Initial Fee	Annual Fee/ Per Issue	# Bond Issues	Total Fee
Bond Issue Paying Agent	Waived - No Charge	\$1,000.00	2	\$2,000.00
	Initial Fee	Annual Fee		
Tax Anticipation Paying Agent*	Waived - No Charge	\$6,500.00		\$6,500.00
	Initial Fee	Annual Fee		
Miscellaneous Paying Requests		Inclusive - No Charge		\$0.00
Total Paying Agent Fees				<u>\$8,500.00</u>

*Plus wire transfer fees incurred by Fidelity Bank Trust Department, currently \$20 per wire.

4. Guarantee of Paying Agent Service Fees

These fees are guaranteed for the five (5) year term of the contract. Should the City execute its option to renew for additional years, these fees may be renegotiated for successive two-year periods. The parties will meet and discuss service fees at those intervals, as necessary.

5. Paying Agent References

We are proud of the long-standing relationships we have established with our clients and are pleased to provide the following client references, all of whom will be happy to speak with you, should you desire to contact them. For each of the following clients, Fidelity Bank provides paying agent services:

- Abington Regional Waste Water Authority
 - Lauren Elliott, Director (570) 587-2830
- Dunmore School District
 - Antoinette Lopatka, Business Administrator (570) 343-2110
- Mountaintop Sewer Authority
 - Jeff Mylet, Manager (570) 678-7411x 38
- Scranton School District
 - Patrick Laffey, Business Manager (570) 348-3496
- Riverside School District
 - William Drazdowski, Business Manager (570) 650-9921

D) Cash Management & Operations

1. Cash Management & Investments

Insured Cash Sweep Service

Across the United States, local and state governmental organizations use reciprocal deposit services to access multi-million dollar FDIC insurance through a single bank relationship. Through our affiliation with the Insured Cash Sweep or ICS Network, we can provide this service to the City of Scranton. The City will have quick access to its funds, while earning a competitive rate on all balances.

This service has been approved for use by the Commonwealth of Pennsylvania. Currently there are hundreds of public entities in Pennsylvania that utilize this service with over \$1 billion on deposit. The Bank complies with Pennsylvania Act 10 of 2016 which defines allowable government investments and approves the use of the Insured Cash Sweep service.

a. How it Works

The Trust Department will open an account for the City that will be linked to the Insured Cash Sweep® service. All funds will be invested daily, available for immediate withdrawal and fully FDIC insured through this program.

Fidelity Bank will act as the City's agent in placing funds through ICS and as its custodian for its deposit accounts at other banks. Through the ICS network, a \$250,000 balance will be maintained in the Muni Choice Checking account and excess funds will be placed in deposit accounts at other FDIC-insured institutions that are members of the ICS Network. The amount of funds placed in a deposit account at any one other bank will not exceed the FDIC standard maximum deposit insurance amount of \$250,000. The program allows unlimited program withdrawals and deposits.

The City will receive a regular monthly statement from Fidelity Bank showing the balances and other key information, including the amount of funds on deposit at any other banks. The City can check its Trust account and track other important information online.

b. Interest Rate

All balances will earn a fixed rate of 1.50% for the first year. This rate will be adjusted annually, on the anniversary date, to equal 25% of the current WSJ Prime Rate and will be fixed at that rate for the next year.

c. Fees

There is no fee for this service.

d. Collateralization of Funds

Should the City select to use the Insured Cash Sweep service, there will be no need to collateralize the funds. The Insured Cash Sweep service, offered through Promontory Interfinancial Network, provides full FDIC insurance for all funds on deposit.

If the city does not elect to use the ICS, all time and savings deposits owned by the City will be insured up to \$250,000. Separately, all demand deposits owned by the City will be insured up to \$250,000. Funds in excess of these FDIC limits will be fully collateralized according to Pennsylvania's Act 72 of 1971.

Public funds are collateralized through the pledging of appropriate securities or other instruments, as noted below:

- US Government Agency Bonds and Mortgage Backed Securities held in a Pooled Asset Account at the Federal Reserve Bank of Philadelphia. Municipal Securities are held in a Pooled Asset Account at First Tennessee Bank, Memphis, TN.
- A letter of credit maintained in the City's name at the Federal Home Loan Bank of Pittsburgh

The pooled collateral is marked to market monthly by an independent third party and is verified and tested quarterly by a different third party.

2. Insurance & Regulatory

The primary insurance carrier for Fidelity Deposit & Discount Bank is ABA Insurance Services, Inc. based out of Shaker Heights, OH. Through ABA, we have:

- D&O Liability Insurance with annual coverage limit of \$10 Million
- Securities Liability with annual coverage limit of \$10 Million
- Broad Form Company Liability with annual coverage limit of \$5 Million
- Fiduciary Liability with annual coverage limit of \$5 Million
- Trust Services liability insurance with annual coverage limit of \$5 Million
- Employment Practices Liability with annual coverage limit of \$5 Million

Additionally, through Great Northern Insurance Company, Federal Insurance Company, and Lackawanna National Insurance Company, we maintain commercial general liability, automobile liability, umbrella liability, and workers compensation and employers' liability insurances. All have limits of at least \$1,000,000.

It would not be required to notify our clients of the cancelation of these policies. However, the policies are crucial in mitigating risk to the bank, its shareholders, its employees and its clients. We have added a non-cancellation endorsement to these policies. No claims have ever been submitted.

Please see attached in Exhibit G detailing Fidelity Bank's insurance coverage.

There have been no regulatory censure, litigation, or other legal proceedings that have been instituted against Fidelity Bank or its principals, owners or advisors within the last three years that would have an impact on Fidelity Bank's operations. Fidelity Bank is not involved in any current litigation with the City of Scranton.

3. Implementation Schedule

Our implementations will be structured as follows:

a. Within one business day of acceptance of proposal:

- Schedule a meeting with the City of Scranton to determine its needs and obtain all information necessary for opening accounts, including all pertinent documentation.
- Fidelity Bank will draft and deliver the appropriate notice to the Depository Trust Company indicating the change of paying agent for the City's bond issues.

b. Within two business days after the above meeting:

- Establish necessary accounts on Fidelity Bank's Trust accounting systems to track and receive debt service payments.
- Establish the Insured Cash Sweep service for the City's accounts.
- Provide the City of Scranton with documentation required to implement all Treasury Management services.

c. At a date decided upon by the City of Scranton:

- Provide training for all online services, including Business Online Banking and Portfolio Link for TAN
- d. Conduct ongoing meetings with the City of Scranton during the training and implementation process to ensure all accounts and services are working properly and to resolve any issues that may arise. After implementation, there will be a quarterly meeting, or as necessary, with representatives of the City and the Fidelity team to review your overall relationship and potential opportunities.

4. Your Service Team

- Daniel J. Santaniello, President & Chief Executive Officer
 - Email: Dan.Santaniello@fddb.com
 - Office Phone: (570) 504-8035
 - Cell Phone: (570) 430-6499
- Timothy P. O'Brien, Senior Executive Vice President & Chief Lending Officer
 - Email: Tim.O'brien@fddb.com
 - Office Phone: (570) 504-2230
 - Cell Phone: (570) 313-1807
- Jack Ferrett, Senior Vice President, Business Relationship Manager
 - Email: Jack.Ferrett@fddb.com
 - Office Phone: (570) 504-2235
 - Cell Phone: (570) 466-8924
- Theresa Hinton, Vice President & Trust Officer
 - Email: Theresa.Hinton@fddb.com
 - Office Phone: (570) 504-2260
 - Cell Phone: (570) 561-5081
- Sharon Mullaney, Vice President & Business Services Manager
 - Email: Sharon.Mullaney@fddb.com
 - Office Phone: (570) 504-8079
 - Cell Phone: (570) 780-8391
- Diane Fonner, Assistant Vice President & Corporate Trust Officer
 - Email: Diane.Fonner@fddb.com
 - Office Phone: (570) 504-2245
 - Cell Phone: (570) 493-0193

Exhibit A

Affirmative Action Certification

**ATTACHMENTS
DATA SUBMISSION DOCUMENTS**

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess

(8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(11) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 5/20/2019

NAME OF PROPOSER: Fidelity Deposit & Discount Bank
BY: [Signature]
TITLE: President & CEO

Exhibit B

Certification of Non-Segregated Facilities

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001

DATE: 5/20/2019

NAME OF PROPOSER: Fidelity Deposit & Discount Bank

BY: [Signature]

TITLE: President & CEO

Exhibit C

Non-Collusion Affidavit of Prime Bidder

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF

Pennsylvania

COUNTY OF

LACKAWANNA

TIMOTHY O'BRIEN, being first duly sworn, deposes and says that:

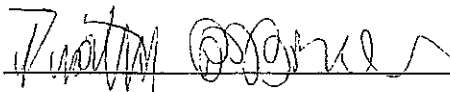
1. He is A Representative

(Owner, partner, officer, representative or agent)

of Fidelity Bank, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed 
TIMOTHY O'BRIEN, SEVP & Chief Lending Officer

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20th DAY OF May 2019

(TITLE) Cynthia A Uchle

2/17/23
MY COMMISSION EXPIRES

2/17, 2023

Commonwealth of Pennsylvania - Notary Seal
Cynthia A Uchle, Notary Public
Lackawanna County
My commission expires February 17, 2023
Commission number 1288509

Exhibit D

Disclosures by Firm or Contractor

Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.

2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.

3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.

4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.

5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION I Timothy O'Brien, hereby state that I am (title) SEVP + CLO for,

Fidelity Bank and am authorized to make this verification.

Signature: _____

Timothy O'Brien

Exhibit E

Collateralization Certification

May 20, 2019

City of Scranton
Ms. Roseann Novembrino, City Controller
340 North Washington Avenue
Second Floor
Scranton, PA 18503

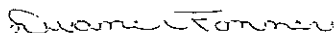
RE: Request for Paying Agent Services

Dear Ms. Novembrino:

Kindly allow this letter to confirm our bank understands the City requires the use of the Pooling Method of collateralization for public deposits in excess of the FDIC \$250,000 coverage. Please know Fidelity Deposit and Discount Bank will be investing the City's funds in accordance with Act 72 of 1971 and Act 10 of 2016 and adhering to this requirement.

Should you need anything else in this regard please do not hesitate to call me at the number below.

Very Truly Yours,



Diane Fonner
AVP, Corporate Trust Officer
Fidelity Deposit and Discount Bank
101 N. Blakely St.
Dunmore, PA 18512
(570) 504-2245
Diane.Fonner@fddb.com

Exhibit F

Operations, Litigation, Confidentiality

May 20, 2019

City of Scranton
Ms. Roseann Novembrino, City Controller
340 North Washington Avenue
Second Floor
Scranton, PA 18503

RE: Request for Paying Agent Services

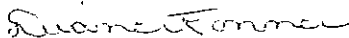
Dear Ms. Novembrino:

Kindly allow this letter to confirm the following:

1. Fidelity Bank is not currently in violation of any regulatory rules or regulations that have any impact on our operations.
2. Fidelity Bank is not involved in any current litigation with the City of Scranton
3. This proposal will remain confidential until the Paying Agent is selected and the contract is executed.

Should you need anything else in this regard please do not hesitate to call me at the number below.

Very Truly Yours,



Diane Fonner
AVP, Corporate Trust Officer
Fidelity Deposit and Discount Bank
101 N. Blakely St.
Dunmore, PA 18512
(570) 504-2245
Diane.Fonner@fddb.com

Exhibit G

Liability Insurance Coverage

EVEREST NATIONAL INSURANCE COMPANY
 (A Stock Insurance Company, herein called the **Insurer**)

DIRECTORS & OFFICERS LIABILITY POLICY
Declarations Page

Policy Number: 8100004514-181

IMPORTANT NOTICE: This is a claims-made policy. Defense Costs are included within the Limit of Liability. Amounts incurred as Defense Costs will reduce the Limit of Liability available to pay judgments or settlements. Please read this Policy carefully.

Item 1. Named Insured(s): Fidelity D & D Bancorp, Inc.; Fidelity Deposit and Discount Bank

Principal Office: Blakely & Drinker Streets, Dunmore, PA 18512

Item 2. Policy Period: From 12:01 a.m. 12/20/2018 To 12:01 a.m. 12/20/2019
 (Local time at the address shown in Item 1)

Item 3a. Total Policy Aggregate Limit: The Total Policy Limit for each Policy Year during the Policy Period for all Insuring Agreements, regardless of whether such Insuring Agreement is provided as a sublimit or separate limit, shall not exceed \$38,000,000. ✓

Item 3b. D&O Policy Limit: \$10,000,000

Item 4. Extended Reporting Period: If the eligibility requirements are met and the Extended Reporting Period is properly exercised, the Insured shall pay 100% of the annual premium set forth in Item 11(a). The length of the Extended Reporting Period shall be 365 days.

Item 5. Notices: All notices required to be given to the Insurer under this Policy shall be addressed to ABA Insurance Services Inc., 3401 Tuttle Road, Suite 300, Shaker Heights, Ohio 44122. Telephone: 800-274-5222.

Item 6. Defense Option: It shall be the duty of the Insured and not the duty of the Insurer to defend Claims unless the "Insurer's Duty to Defend" is designated "yes" below:

<u>Insuring Agreement</u>	<u>Insurer's Duty To Defend</u>
D&O Liability	No
Securities Liability	No
Broad Form Company Liability	No
Fiduciary Liability	No
Trust Services Liability	No
Employment Practices Liability	No

Item 7. Coverage(s) Provided: It is understood and agreed that coverage will not be provided under any Insuring Agreement unless a Limit of Liability and Retention for such Insuring Agreement are set forth below:

	Item 8. "X" Indicates Separate Limit	Item 9. Limit of Liability	Item 10. Retention	Item 11. (a) Annual Premium	Item 11. (b) Actual Premium
Insuring Agreement					
Directors & Officers Liability Coverage					
(A) Insured Persons Liability	X	\$10,000,000	\$0	Included in (B)	
(B) Company Indemnification		\$10,000,000	\$250,000	\$30,664	\$30,664
(C) Securities Liability (with Shareholder Demand Investigative Coverage)		\$10,000,000	\$250,000		
Additional Liability Coverages					
Broad Form Company Liability (BFCL)	X	\$5,000,000	\$250,000	\$22,699	\$22,699
Fiduciary Liability	X	\$5,000,000	\$10,000	\$1,912	\$1,912
Trust Services Liability	X	\$5,000,000	\$75,000	\$12,619	\$12,619
Employment Practices Liability	X	\$3,000,000	\$75,000	\$8,055	\$8,055

Item 12. Excess "A Side" Coverage: N/A

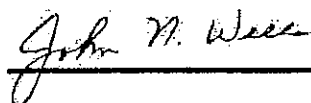
Item 13. Prior/Pending Litigation Dates:

<u>Insuring Agreement</u>	<u>Prior/Pending Litigation Date</u>
D&O Liability	12/20/2008
Securities Liability	12/20/2008
Broad Form Company Liability	12/20/2008
Fiduciary Liability	12/20/2008
Trust Services Liability	12/20/2008
Employment Practices Liability	12/20/2008

Item 14. Endorsements: This Policy is subject to the terms of the following Endorsements attached hereto and incorporated herein by reference at the effective date of this Policy and to all other Endorsements attached hereto after the effective date of this Policy: EEO 40-610 (03 17), EEO 40-308 (03 17), EEO 40-309 (03 17), EEO 40-314 (03 17), EEO 40-324 (03 17), EEO 40-336 (03 17), EEO 40-535 (07 09), EEO 40-543 (07 09), EEO 40-583 V3 (03 17), EEO 40-589 M8 (07 09), EEO 40-613 (03 17), EEO 40-614 (03 17), EEO 40-620 (03 17), EEO 40-623 (03 17), EEO 40-629 (07 09), EEO 40-978 (07 09), EEO 41-248 PA (03 17), EN IL PV 1 (07 09).

These Declarations, along with the completed and signed Application, including attachments, the Policy and all Endorsements hereto, shall constitute the contract between the Insured and Everest National Insurance Company, 477 Martinsville Road, Liberty Corner, NJ 07938.

Date: January 24, 2019



Company Officer or Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Joyce, Jackman & Bell, LLC 9 N. Main Street Pittston PA 18640-0490		CONTACT NAME: Janice Waleski PHONE (A/C, No, Ext): (570) 654-5505 E-MAIL ADDRESS: jwaleski@jibins.com FAX (A/C, No): (570) 654-8275																						
INSURED Fidelity Deposit & Discount Bank Inc, DBA: Fidelity D & D Bancorp Inc Drinker & Blakely Streets Dunmore PA 18512		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Great Northern Ins Co</td><td>20303</td></tr><tr><td>INSURER B:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C:</td><td>Lackawanna National Ins Co</td><td>12274</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great Northern Ins Co	20303	INSURER B:	Federal Insurance Company	20281	INSURER C:	Lackawanna National Ins Co	12274	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:** CL186526385**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			35859783	06/01/2018	06/01/2019	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> see attached						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY			73542301	06/01/2018	06/01/2019	Employee Benefits	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	10			PROPERTY DAMAGE (Per accident)	\$			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			79851556	06/01/2018	06/01/2019	Underinsured motorist	\$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$ 15,000,000
	DED	RETENTION \$					AGGREGATE	\$ 15,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AM0610181511	06/01/2018	06/01/2019	PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Scranton

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 14, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED


JUN 14 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH FIDELITY DEPOSIT AND DISCOUNT BANK TO PROVIDE
PAYING AGENT SERVICES FOR THE CITY OF SCRANTON FROM AUGUST 1,
2019 THROUGH DECEMBER 31, 2024.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MCCLURE COMPANY AS ENERGY SERVICES COMPANY (ESCO) FOR THE CITY OF SCRANTON TO PROVIDE THE MOST IMPACTFUL CITY-WIDE ENERGY SAVINGS STRATEGY TO IMPROVE THE EFFICIENCY OF CITY OWNED FACILITIES.

WHEREAS, a request for Qualifications was advertised for the City of Scranton Energy Services Company (ESCO) for the most impactful city-wide energy savings strategy to improve the efficiency of city owned facilities and three (3) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the contract to McClure Company for the reasons provided in the Memo attached hereto from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with McClure Company.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2019 effective from
April 30, 2019 to March 30, 2022 by and between the City of Scranton, 340 North
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

MCCLURE COMPANY
4101 NORTH SIXTH STREET
HARRISBURG, PA 17110
PHONE NO. (717) 574-6539

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in
accordance with the terms and conditions hereinafter set forth and the Contractor is ready,
willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises
each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of
provide energy services company (ESCO) energy savings strategy to improve the efficiency of
city owned facilities. The Contractor hereby covenants, contracts and agrees to furnish Scranton
with:

CITY OF SCRANTON
ENERGY SERVICES COMPANY (ESCO)
FOR ENERGY SAVINGS STRATEGY TO
IMPROVE THE EFFICIENCY OF
CITY OWNED FACILITIES
PER THE ATTACHED BID PROPOSAL
AND SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's
Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference
thereto and the Bid Proposal submitted by McClure Company dated April 8, 2019 attached
hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal
and Specifications are hereby made part of this Agreement as fully and with the same effect as if
set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely
as an independent contractor, and nothing contained or implied shall at any time be so construed
as to create the relationship of employer and employee, partnership, principal/agent, or joint
adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a
waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Professional Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$ 1,000,000 each person \$ 1,000,000 each occurrence \$ 1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
Personal Injury	\$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration date;
- (b) The coverage required and the limits on each, including the amount of

- deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
 - (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
 - (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council.

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

MCCLURE COMPANY

BY:

TITLE: _____

DATE: _____

RESOLUTION NO. _____

2019

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MCCLURE COMPANY AS ENERGY SERVICES COMPANY (ESCO) FOR THE CITY OF SCRANTON TO PROVIDE THE MOST IMPACTFUL CITY-WIDE ENERGY SAVINGS STRATEGY TO IMPROVE THE EFFICIENCY OF CITY OWNED FACILITIES.

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WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the contract to McClure Company for the reasons provided in the Memo attached hereto from the Business Administrator.

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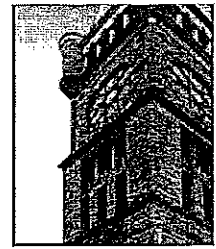
SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

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SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

BUSINESS ADMINISTRATION

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

May 13, 2019

Memo

To: William Courtright, Mayor
Jessica Eskra, Solicitor
Lori Reed, City Clerk
Pat Hinton, Department of Licenses and Permits

From: David Bulzoni, Business Administrator

Re: Energy Services Company Recommendation

All,

The City of Scranton received three proposals for the Energy Services Company (ESCO) to undertake the energy related improvements to the Public Safety Building, as well as those associated utility components of the Police Department headquarters, Department of Public Works facility, and the remaining fire house lighting upgrades. The fire house project is the upgrade of the existing facility standard lighting to LED lighting. LED lighting was omitted from the fire house upgrade project until an interpretation was obtained on the effect on the lighting on sensitive equipment; it was determined that the lighting effect was negligible. The retention process for the ESCO was subject to a thorough review by the City's Energy Consultant, Commonwealth Energy. The ESCO follows the same protocol as the street lighting project by funding through a lease transaction. The City has been negotiating the lease with M&T Bank. The prospective lease component has been included in the 2019 operating budget.

The following firms submitted qualifications proposals:

1. McClure Company
2. CM3 Building Solutions
3. Engie

All are qualified firms which have measurable backgrounds in completing energy services projects. ESCO costs are typically based on a percentage of total project costs, or individual project components, or both. All proposals provide a similar methodology in determining their "fee". The purpose of the City's Energy Savings Consultant is to manage those costs as aggressively as possible on behalf of the City. A standard "mark-up" by the ESCO is 30 – 40% of either project components or the total project cost. That mark-up would include much of the soft costs associated with the project completed by the ESCO such as engineering and design work. The benefit of the McClure selection is their "hands on" approach to the mechanical project component. Most ESCO projects are typically weighted to mechanical work. As a mechanical engineering and contracting firm, McClure would not be required to subcontract this specific project effort. McClure is advantageous mainly due to the fact that they self-perform their own mechanical work. The average margin for an ESCO to hire a sub-contractor, is roughly 10%. In choosing McClure, the City would be able to secure 10% more project scope instead of paying an additional mark-up on this project component.

The ability to self-perform mechanical construction and emergency services work is not insubstantial.

Keep in mind that all of the submissions represent very viable candidates for selection. On a relative scoring basis, each is capable and checks all the boxes for selection. McClure, while based in Harrisburg does have a local presence through an office in Wilkes-Barre. All offer references on projects completed for governments locally, principally counties and school districts. A project cost update on the Public Safety Building was provided in a copy of the recent bid results for interior and exterior work. The investment grade audit, provided by McClure at no cost to the City, will further define those costs associated with this component of the Public Safety Project and costs associated with the upgrade of utility components in the police headquarters and public works facility, as well as the lighting upgrade in the fire houses. The intent of every energy services contract is to offset the cost of the lease payments by the estimated amount of energy savings associated with the project. The firm will assist in securing utility rate adjustments based on the use of the savings features, such as in lighting. The City will likely incorporate what is termed a hybrid approach, which will include limited public safety project components which may not directly impact the energy savings calculation, such as new plumbing fixtures, but will assist in amortizing the cost of that project component. The energy audit will define those potential savings and the lease will be amortized accordingly to realize those savings annually needed to fund the lease payments.

Based on the above cost proposals, the Office of the Business Administrator and the City's Energy Services Consultant recommends the approval of the proposal submitted by the McClure Company. The firm has an excellent team assembled to complete the energy services projects. The firm brings a local presence to the project and has a similar scope of experience in comparable local energy savings projects.

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

April 8, 2019

Mr. David Bulzoni
Municipal Building
340 N. Washington Ave.
Scranton, Penna. 18503

Dear Mr. Bulzoni,

This is to inform you that bids were opened on Monday, April 8, 2019 in Council Chambers for the City Of Scranton Energy Services Company April 3, 2019-March 30, 2022. I attached copies of the bid submitted by the following companies:

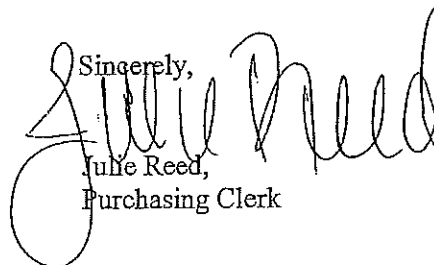
CM3 Building Solutions Company

Engie Services U.S., Inc.

McClure Company

After your review of these bids, please inform the Law Department of your decision so they may call for a contract or reject the bid. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Julie Reed".

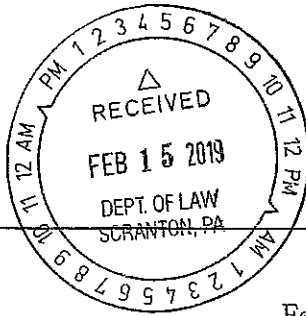
Julie Reed,
Purchasing Clerk

Attachments

Cc: Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni
Mrs. Lori Reed, City Clerk
Mrs. Jessica Eskra, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

February 15, 2019

Mr. David Bulzoni
Business Administrator
City of Scranton
Municipal Building
Scranton Pa, 18503

Dear Mr. Bulzoni


This is to inform you that proposals will be opened in City Council Chambers on Monday, April 8th 2019 at 10:00 AM for the following:

**City of Scranton
Energy Services Company
April 30, 2019-March 30, 2022**

Attached, please find RFP and Specifications.

Thank you for your cooperation in this matter.

Sincerely,



Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mr. David Bulzoni, Business Administrator
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Financial Manager
✓Mrs. Jessica Eskra, City Solicitor
File

REQUEST FOR QUALIFICATIONS PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. April 8, 2019, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON ENERGY SERVICES COMPANY APRIL 30, 2019 – MARCH 30, 2022

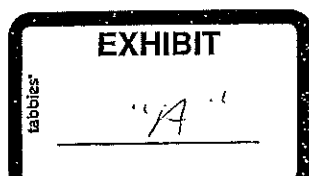
The City of Scranton will award the qualifications proposal to assist with the Project described in the Request for Qualifications Proposal. All proposals shall be in accordance with the Request for Qualifications Proposal (RFP) specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Energy Services Company". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require one digital and four (4) copies of this proposal.

If you have any questions, please call David M. Bulzoni, Business Administrator, at (570) 348-4118.

David M. Bulzoni

Business Administrator



REQUEST FOR QUALIFICATIONS

Introduction

The City of Scranton (the "City") is seeking qualifications from Energy Services Companies (hereinafter "Firm" or "Company") capable of developing and implementing comprehensive supply and demand side energy cost savings initiatives. The City is also interested in the implementation of related capital improvements in City buildings/facilities ("Facilities") and systems that are designed to reduce energy costs through the installation of energy efficient equipment, implementation of Energy Conservation Measures ("ECMs") and capital improvements that will be principally paid for with the verified savings from the City's reduced annual energy costs in accordance with the guaranteed energy savings contract requirements of the Guaranteed Energy Savings Act, 62 Pa. C.S. §3751-3757.

The City's goal is to develop a long-term relationship with a qualified firm that has the ability to implement supply side and demand side strategies as needed throughout the course of the statutory contract term. This relationship and any subsequent projects during the contract term will remain subject to the best interests of the City.

This RFQ, with any addenda, contains the only instructions governing the proposals and material to be included therein; a description of the service to be provided; general evaluation criteria; and other proposal requirements.

Date due: Monday, April 8, 2019

All questions are to be directed to:

David Bulzoni, City of Scranton Business Administrator
dbulzoni@scrantonpa.gov

PART I. GENERAL INFORMATION

1. ISSUING OFFICE

This RFQ is issued by the City of Scranton by the Office of Business Administration listed below. Prospective respondents to this RFQ shall request, via email to the contact below, copies of all documents and to be listed to receive any applicable Addendum to this RFQ.

David Bulzoni
Business Administrator
City of Scranton
340 North Washington Avenue
Scranton, PA 18503

David Bulzoni is the principal point of contact for this RFQ. All questions pertaining to this document are to be provided in writing via email to dbulzoni@scrantonpa.gov. No verbal inquiries will be addressed.

2. PROJECT

It is the intent, through this solicitation, to provide the most impactful district-wide energy savings strategy to improve the efficiency of City owned facilities. The intent is further to achieve significant long-term energy cost savings with infrastructure renewal and capture additional benefits that might result from energy related services and capital improvements, such as environmental protection, improved operating efficiency and indoor air quality, additional building improvements, as well as an improved work environment.

The City recognizes the development and implementation of a comprehensive energy savings strategy as being a financial mechanism principally used to make capital improvements to existing facilities and

systems by minimizing any additional costs to the City and its residents. The services performed by the Firm are directly associated with the City's short-term and long-term energy and environmental reduction goals/targets and through this procurement process a qualified Firm will be selected that has the capability to maximize the net economic benefit and energy efficiency while reducing the City's risk in this undertaking.

It is not the intent of the City through this procurement to enter into long term maintenance contracts with the selected Firm. All future maintenance contracts will be procured outside of this RFQ process on a case by case basis.

The City has contracted with a qualified third party verifier, prior to the adoption of the Guaranteed Energy Services Agreement (GESA), to verify the calculated projected energy savings based on guidelines of the International Performance Measurement Protocol (IPMVP). This third party may also be required to verify the projected energy savings in the energy optimization strategy, when energy conservation measures are placed in service or commissioned. The City reserves the right to accept or reject any proposed energy conservation measures or energy savings guarantee if proposed.

The City reserves the right to modify the terms of this RFQ during the RFQ process. All such changes will be made by written addendum issued to all Firms registered to receive the procurement documents.

3. ENGAGEMENT TERMS

Under any Contract awarded, the selected Firm will be required to evaluate current supply and demand side structure and identify, recommend, design/engineer, finance, implement, train staff on new systems, monitor performance and provide 100% savings guarantee of ECMs at the City's option.

The services shall be performed in two parts in accordance with Act 39:

- Phase I: Conduct an Investment Grade Energy Audit (IGEA) of the buildings/facilities identified by the City and to develop an energy savings strategy to be reviewed and approved by the City. Subsequent to the approval of the strategy, the City, in its sole discretion, may authorize the Firm to proceed to the next phase.
- Phase II: The GESA. The City is under no obligation to proceed past the receipt and review of the energy savings strategy.

As a result of this RFQ process, the City intends to select one Firm for the implementation of the defined project and will implement all mutually agreed upon cost saving measures comprising the City's energy strategy through a GESA, in accordance with all public procurement policies applicable to the City.

The selected Firm will:

- i. Identify, develop and finalize the energy savings strategy that is customized to specifically address the needs and requirements of the City,
- ii. Design and prepare all construction plan documents and bid specifications for project implementation,
- iii. Arrange for all necessary program financing, if applicable,
- iv. Identify and apply for all energy-related grant/rebate/incentive programs available to the City, and
- v. Contract with and supervise all subcontractors retained through a competitive bidding process.

The selected Firm will, as part of the final agreement with the City:

- i. Offer a first party savings guarantee as part of the Firm's proposal, which shall be in accordance with the Pennsylvania Guaranteed Energy Savings Act, Act 39 of 2010, as amended 62 Pa.C.S. §3751, et al.

- ii. Ensure that the City does not incur initial start-up costs. The Firm will provide a financial package which will allow payments over a specified term. This will allow the City to pay for the program within current budget allocations. The City will make progress payments according to a predefined schedule, but the City will make no mobilization payments as part of this contract.
- iii. Ensure the City will retain all energy and operational savings.
- iv. Guarantee energy and cost savings on an annual basis and over the term of the guaranteed energy savings contract. No credit for achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in future years of the contract. Annual reconciliation of the achieved savings will be required. Excess savings will be retained by the City and will not be allocated to shortfalls in savings in other years.
- v. Identify a package of demand side strategies and other cost saving measures, which if implemented and as meeting terms of this RFQ, will provide the City payments of all costs and fees associated with the guaranteed energy savings contract. The City shall have no payment obligations in the event the Company cannot identify a project that meets these requirements.
- vi. Provide a fixed price guaranteed energy savings contract. Any fee for the IGEA and preparation of the project proposal shall be incorporated into the project costs in the guaranteed energy savings contract funding.
- vii. Ensure the work performed under the contract is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 981, as amended, 43 P.S. Section 165-1 et seq.
- viii. Provide Performance and Payment bonds in the amount of 100% of the total contract amount.

1. DESCRIPTION OF PROCUREMENT PROCESS

It is anticipated that the process for the procurement of these energy services will proceed as follows:

- 1) **SUBMISSION OF WRITTEN PROPOSALS** -Firms will be required to submit their qualifications to the City as specified in this RFQ. The City, with third party assistance, will review and evaluate qualifications submitted in accordance with the evaluation criterion specified in Part III of the RFQ.
- 2) **SELECTION OF FIRM**- Through the review of the submitted qualifications the City will select the most qualified Firm to negotiate a contract to proceed to an IGEA.
- 3) **CONTRACT PREPARATION**- The selected Firm will then enter into a contract development phase which will outline all guaranteed savings and the term of the contract(s) based upon the ECMs selected by the District as proposed in the RFQ.
- 4) **NOTICE TO PROCEED**- Upon approval of a contract between the City and the Firm, a "Notice to Proceed" will be issued by the City for any or all supply and demand side strategies contracted for in the process.

1. REJECTION OF PROPOSALS

The City reserves the right to reject at any time any and all proposals received or any parts therein, or to negotiate separately with any and all competing Firms.

2. INCURRING COSTS

The City is not liable for any cost or expenses incurred by Firms in the preparation of their written responses related to this RFQ. Any cost or expense incurred by Firms in performing any analysis associated with this RFQ shall be borne by the Firm.

3. ADDENDA TO THE RFQ

If it becomes necessary to revise any part of this RFQ, an addendum will be issued to all proposers who request via email to the City of Scranton Purchasing Department to receive the basic RFQ.

4. RESPONSE DATE

One (1) digital copy, (1) original and three (3) copies of Firm proposals must be delivered to the issuing office not later than April 8, 2019 at 10:00 AM. Proposals delivered after that time will not be considered.

5. POLICIES

All submittals shall become the property of the City and will not be returned. Deadline extensions will not be granted. Late or incomplete proposals will not be accepted regardless of the reason and will be returned to the respondent unopened. The City reserves the right to reject any and all submittals on the basis of being unresponsive to these guidelines or for failure to disclose requested information.

1. CONFIDENTIALITY

To the extent allowed by law, proposals will be held in confidence by the City.

2. RESTRICTION OF CONTACT

From the issue date of this RFQ until a determination is made regarding the Firm selected, all contact with City personnel concerning this RFQ must be made through email to David Bulzoni at dbulzoni@scrantonpa.gov. No verbal inquiries will be addressed. Any communication with others affiliated with the City regarding this project is prohibited and may be grounds for disqualification. The Proposal package may be requested from the City of Scranton Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503. Inquiries to obtain the Proposal package may be directed to the Purchasing Department at 570-348-4118 or jreed@scrantonpa.gov.

3. PROPOSALS

To be considered, proposals must be a complete response to the RFQ. Responses are to be straightforward, concise presentations without extraneous material. Original proposal shall contain a signature of an Executive level officer of the Firm.

PART II. PROPOSED RFQ SCHEDULE

The following schedule has been established for this project. The schedule is being provided for reference only and may be subject to change at the City's sole discretion.

Issue Request for Qualifications (RFQ): week of February 11, 2019

Cut-off for Questions related to the RFQ: April 1, 2019

Due Date for Receipt of Qualifications: April 8, 2019 / 10AM

Qualifications Reviewed, Evaluated: April 3 – April 30

Anticipated Selection of Firm: by May 31

PART III. EVALUATION CRITERIA

1. Evaluation of Qualifications:

Qualifications will be evaluated based on the completeness of the information provided in Part IV INFORMATION REQUIRED FROM PROPOSERS. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written qualifications.

Firm Qualifications / Corporate Background

Please provide the below as it relates to the individuals / team to be assigned to project if successful.

Assigned teams experience

Assigned teams industry qualifications/accreditations

Assigned teams demonstrated importance of safety and safety record

Guaranteed Savings History

Minimum of (3) Guaranteed Energy projects implemented within Pennsylvania in the past five years of similar size and magnitude, and that are currently under contract by the Firm to perform ongoing measurement and verification services

Qualifications and experience of Company with implementing energy savings plans via contracts in Pennsylvania

Quality and completeness of documentation of achieved energy savings from previous projects

Project Financing

Demonstrated in-house ability to provide or arrange project financing

Company's experience with energy and utility incentives and grant programs

Project Implementation

Approach to subcontractor engagement, selection, qualification process and utilization of local contractors

Approach to equipment identification/selection. If the responding firm manufactures equipment explain how the City knows the Firm will maintain an unbiased view to recommend the best equipment for the City

Ongoing Support

Quality of ongoing measurement and verification services

Each Firm shall submit the following information, in four (4) bound copies and one (1) electronic copy, with responses to each item numbered accordingly. Each Firm is required to fully answer all questions in each category listed below. Provide your responses on 8" x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 10 point. All pages in your response should be numbered sequentially. Firms must also include a table of contents which indicates the section and page numbers corresponding to the information included. Do not embellish the proposal with marketing information.

Section 1 FIRM Qualifications

Submittal is for:

- ☐ Parent Company (List any Division or Branch Offices to be involved in this project)
 - ☐ Division (attach separate list if more than one is to be included)
 - ☐ Subsidiary

Date Prepared: _____

Year Firm was Established _____

7

Section 2 Corporate Background

- a. How many years has your firm been in business under its present business name? _____
- b. How many years has your firm developed, installed and guaranteed energy conservation projects?

- c. Certify that your company does not owe the City of Scranton or Commonwealth of PA any taxes.
- d. Provide a letter from Corporate Safety Director listing Company's EMR (Experience Modification Rate) and IR (OSHA Incident Rate.) Provide a brief explanation if EMR is above 1.0.
- e. Certify that your company is not currently under suspension or debarment by the Commonwealth of PA, or the federal government.
- f. Indicate your firm's current annual gross revenues.
- g. Indicate whether your firm is pre-qualified by the US DOE & DOD for energy services and provide documentation to this fact. Preference will be given to those firms who meet this requirement.
- h. Please enclose banking references including financial institution, address, contact person, telephone number.
- i. Provide a statement of financial soundness and stability to perform this project.
- j. Enclose bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability.

Section 3 Executive Summary

Please provide a summary of the scope of services that your company plans to provide should you be selected as the Firm for this project. The Executive Summary shall be limited to three (3) pages. Please highlight any unique services your firm can offer as part of this project.

Section 4 Guaranteed Energy Savings Project History and Client References

Include at least two (3) Pennsylvania projects currently in repayment and currently under contract with your firm where your firm holds the savings guarantee. For each of these projects, provide the following data:

- a. Customer name and address
- b. Customer contact name and phone number
- c. Project size and value
- d. Contract terms (length of guarantee)
- e. Guarantee start date
- f. List of improvements
- g. For each project show baseline consumption, projected annual savings and savings achieved for each year during the performance assurance period.

Section 6 Project Financing

Describe your firm's preferred approach to providing or arranging financing for this project. Please describe how your firm assists in facilitating financing and provide a detailed analysis of financing options prepared by your firm for a similar project.

Describe Company's experience with energy and utility incentives and grant programs that may be applicable to this project.

Section 7 Project Implementation

Describe Company's equipment selection approach for this project. If the responding firm manufactures equipment explain how the City knows the firm will maintain an unbiased view to recommend the best equipment for the City.

Describe Company's sub-contractor engagement, selection and approval process.

Section 8 Ongoing Support

Describe Company's approach to ensuring ongoing performance of the energy savings strategy.

Section 9 Insurance Requirements

The auditor shall assume the defense of and indemnity and hold harmless the City of Scranton, its officers, agents, and employees from and against any and all claims, demands, actions, suits, and proceedings by others and against all liability, both negligent and non-negligent, arising directly out of the actions of the firm/proposer in their performance of this contract.

By submitting a Proposal, the proposer agrees that it now carries or will carry throughout the term of any Contract generated as a result of this Request for Qualifications, at a minimum, the following types and amounts of insurance:

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury	\$300,000 each person \$500,000 each occurrence
Property Damage	\$500,000 each occurrence

Certificates of Insurance shall be furnished to the City of Scranton upon request.

Section 10 Miscellaneous

OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposers economic capability.

TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

ATTACHMENTS

DATA SUBMISSION DOCUMENTS

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action

certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment C.

Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being
first duly sworn, deposes and says that:

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted
the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20 _____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20 _____

Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.
2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.
3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.
4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.
5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION

I, _____, hereby state that I am _____
for _____, and am authorized to make this verification.

THIS PROPOSAL, WHICH INCLUDES ATTACHMENTS A, B, C AND D

MUST BE RECEIVED IN THE

OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN

10:00 a.m. April 8, 2019

TO THE ATTENTION OF:

Roseann Novembrino

City Controller

City of Scranton

340 North Washington Avenue

2nd Floor

Scranton, PA 18504

NAME OF FIRM: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

Request for Qualifications Response for Energy Services Company

Prepared for:
City of Scranton
Office of the City Controller
4th Floor, City Hall
340 North Washington Avenue
Scranton, PA 18503

April 8, 2019

Submitted by:



4101 North Sixth Street, Harrisburg, PA 17110
Mark Gallick, Account Executive
(717) 574-6539 (phone)
(717) 236-5239 (fax)
markgallick@mcclureco.com

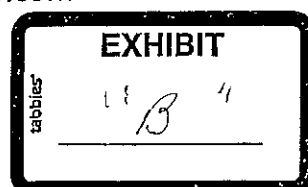


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Section 1: Firm Qualifications

1. **Firm Name:**

McClure Company

McClure Company is a wholly owned subsidiary of MB Mechanicals Holdings, LLC.

2. **Business Address:**

4101 North Sixth 6th Street

Harrisburg, PA 17105

3. **Names & Titles of the Two Primary Contact People:**

a. Mark J. Gallick – Account Executive

markgallick@mcclureco.com

(717) 574-6539

b. Shayne Homan – Vice President of Energy Services

shaynehoan@mcclureco.com

(717) 232-9743

4. **Submittal is for:**

o Parent Company (List and Division or Branch Offices to be involved in this project)

o Division (attach separate list if more than one is to be included)

• Subsidiary

McClure Company

4101 North 6th Street

Harrisburg, PA 17105

5. **Date Prepared:**

April 8, 2019

6. **Type of Firm**

• Corporation

o Partnership

o Sole Ownership

o Joint Venture

7. **Federal Employer Identification Number:**

EIN: 23-1420865

8. **Year Firm was Established:**

McClure Company has worked in areas directly impacting building energy consumption since its inception in 1953 (66 years). McClure Company has offered Energy Performance Contracting Services since 1998 (21 years).

9. **Name and Address of Parent Company, if applicable:**

MB Mechanicals Holdings, LLC

4101 North 6th Street

Harrisburg, PA 17105



Section 2: Corporate Background

- a. **How many years has your firm been in business under its present business name?**

McClure Company has worked in areas directly impacting building energy consumption since its inception in 1953 (66 years).

- b. **How many years has your firm developed, installed and guaranteed energy conservation projects?**

McClure Company has offered Energy Performance Contracting Services since 1998 (21 years).

- c. **Certify that your company does not owe the City of Scranton or Commonwealth of PA any taxes.**

McClure Company certifies that they, MB Mechanicals Holdings, LLC, and other subsidiaries of MB Mechanicals Holdings, LLC do not owe taxes to the City of Scranton or the Commonwealth of PA.

- d. **Provide a letter from your Corporate Safety Director listing your Company's EMR (Experience Modification Rate) and IR (OSHA Incident Rate). Provide a brief explanation if EMR is above 1.0.**

Our EMR is .792 and our TRIR (IR) is 2.87. A letter from our Safety Manager is included in Appendix A.

- e. **Certify that your company is not currently under suspension or debarment by the Commonwealth of PA, or the federal government.**

McClure Company certifies that they, MB Mechanical Holdings, LLC, and other subsidiaries of MB Mechanical Holdings, LLC are not under suspension or debarment by the Commonwealth of PA, or the federal government.

- f. **Indicate your firm's current annual gross revenue.**

Year	Corporate Revenue	ESCO Revenue	No. ESCO Projects
2018	\$194 Million	\$104 Million	25 Projects
2017	\$114 Million	\$55 Million	20 Projects
2016	\$115 Million	\$49 Million	14 Projects

- g. **Indicate whether your firm is pre-qualified by the US DOE & DOD for energy services and provide documentation to this fact. Preference will be given to those firms who meet this requirement:**

McClure Company is pre-qualified with the US DOE & DOD. The list of firms that are prequalified can be found at https://www.energy.gov/sites/prod/files/2019/03/f61/doe_ql.pdf. A hard copy of our listing is also provided in Appendix B.

- h. **Please enclose banking references including financial institutions, address, contact person, telephone number.**

Mid Penn Bank
Ms. Heather Hall
2148 Market Street
Camp Hill, PA 17011
(717) 985-1719

- i. **Provide a statement of financial soundness and stability to perform this project.**

Bond Letter is included in Appendix C.



- j. Enclose bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability.

Bonding Agent: Rob Striewig
Striewig Bonding
430 North Front Street
Wormleysburg, PA 17043
(717) 737-1947

Bonding Company: Arch Insurance Company
Three Parkway
1601 Cherry Street
Philadelphia, PA 19102

Bonding Capacity: \$40 Million Per Job
\$150 Million Aggregate

Section 3: Executive Summary

McClure Company appreciates the opportunity to provide our qualifications for a guaranteed energy savings program. Below are the factors that illustrate why McClure Company is an ideal candidate for the Energy Savings project at the City of Scranton.

McClure Company is the only locally qualified ESCO with the ability to self-perform mechanical construction and emergency services work. This has proven to be a substantial benefit in the way of cost savings (1 less layer of markup) on mechanical intensive projects. Our Project Managers and field supervisors can effectively deliver complex projects on time and in a short time period.

Since 1996, we have executed over \$130,000,000 in guaranteed energy services contracts. Over 95% of these projects are located within 150 miles or less of your City. Also, within the past three (3) years, McClure company has helped our GESA customers secure approximately \$4.0M in grants, low interest loans and utility rebates.

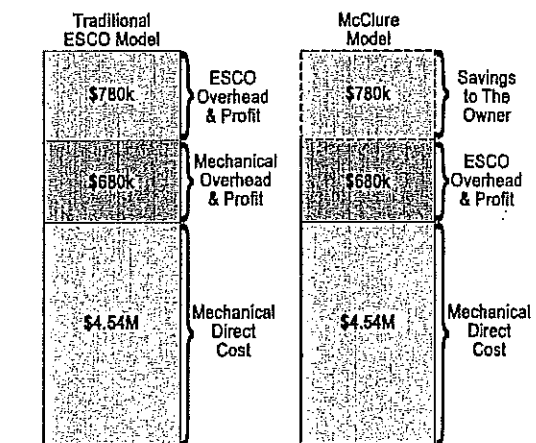
Challenges and Opportunities

We understand the fiscal challenges Government agencies face when attempting to address facility upgrades. Increasing costs coupled with flat or reduced tax revenues have dramatically reduced Government agencies ability to fund needed upgrades. McClure Company has assisted customers experiencing these and similar challenges. Our years of experience in implementing ESCOs make us the provider of choice. Our in-house team of engineers, architects and construction managers take great pride in accepting these challenges and strive to develop solutions that help our clients to do more with less.

Cost Advantage

Mechanical design and construction are typically the single most dominant cost factor of any guaranteed energy savings project. Our unique ability to self-perform mechanical construction eliminates the need to subcontract this work resulting in one less layer of markup. When compared to other ESCOs serving solely as construction managers, self-performing mechanical construction has proven to provide a significant cost savings to the City. For this reason, McClure Company is able to incorporate a larger scope of work without increasing costs.

McClure Company offers transparent pricing strategies including **open book pricing**. McClure will provide a guaranteed maximum price with cost plus pricing. Included would be fixed-fee markups and maximum overhead and profit percentages.



McClure Hybrid Approach

McClure Company has extensive experience with Hybrid Projects. These projects use the Guaranteed Energy Services Agreement (GESA) Model and include targeted renovations. It has been shown as an efficient, cost effective method for public entities to target the most impactful upgrades and still leverage the energy savings and control of quality for the project.

McClure Company's business model allowed the City to invest more of their budget into the architectural aspects of the project. As the only ESCO that self performs the mechanical systems installations, we are in the unique position to reduce layers of mark-up and by extension, costs to the City.

Change Orders

The pricing and savings that is provided within the GESA contract with McClure Company is final. Because we are a truly integrated design/build ESCO, our projects contain no risk to the City. The only situation that would generate a change order would be a customer requested change to the scope of the project after the contract is executed.

NAESCO

In addition to having a strong local presence and reputation, we are accredited with the National Association of Energy Services Companies (NAESCO). These qualifications require extensive project history review and customer reference interviews to ensure company performance prior to receiving accreditation.

Complimentary Investment Grade Audit

McClure will provide an investment grade audit which shall include a measurement & verification plan, sample periodic savings report and final proposal with a financial model showing all costs, expected guaranteed savings and annual cash flow to the City at no cost.

Alternative Funding Sources

In the past 3 years, McClure Company has helped our GESA customers secure approximately \$3.5M in grants, low interest loans, and utility rebates to help subsidize renewable technology installations such as geothermal, biomass boilers, solar photovoltaic and solar thermal heating systems.

Brand Non-Specific

We do not represent any types of major equipment or proprietary controls systems. We work with you to select the best equipment, controls, products and systems for your City.

Bid Procurement Experience

McClure Company has the ability to utilize this legislation to maximize savings for our clients rather than going through the traditional "lowest responsible bidder" procurement method, the City has the option of implementing energy related upgrades through a Guaranteed Energy Savings Agreement (GESA). The dominant energy upgrades specific to this renovation is replacement of the existing HVAC system. The City will reap the following benefits by incorporating the HVAC upgrades through a Guaranteed Energy Savings Agreement:

- **Guaranteed Energy Savings** - The City's investment in the new system will be validated based on actual energy consumption.
- **Removed Budget Variables with Fixed Cost** - Upon completion of the final system selection and analysis, we will deliver fixed hard and soft costs associated with the system. This is possible through the Integrated Project Delivery method where all major stakeholders (engineer, contractors, subcontractors, estimators, Architect and City) are able to openly and effectively communicate upfront. This enables "unknowns" to be identified upfront and not subjected to multiple change orders.
- **High Quality Installation** - McClure Company is a highly reputable mechanical engineering and contracting firm and will be the single source of responsibility for all aspects of the new system; initial specifications, procurement, installation, commissioning, measurement and verification.
- **City of Scranton Control** - A Guaranteed Energy Savings Agreement is a performance based contract, therefore not subjected to the typical "lowest responsible bidder" procurement method. Collectively, the City, and McClure Company can determine and specify the exact equipment and building automation systems to be utilized for the project.

Support after the Project

McClure Company has 24/7 routine and emergency service offices located throughout Pennsylvania. This provides us with the ability to respond quickly before, during and after the project completion giving our customers a true one-point contact.



On-Going Training Program

McClure Company will provide an on-going annual training program, which can be used to provide training to new employees or aid the maintenance staff to resolve on-going issues.

Best Value Approach

McClure Company's approach to performance contracting delivers the best value for City of Scranton's investment. Our best value approaches include but are not limited to:

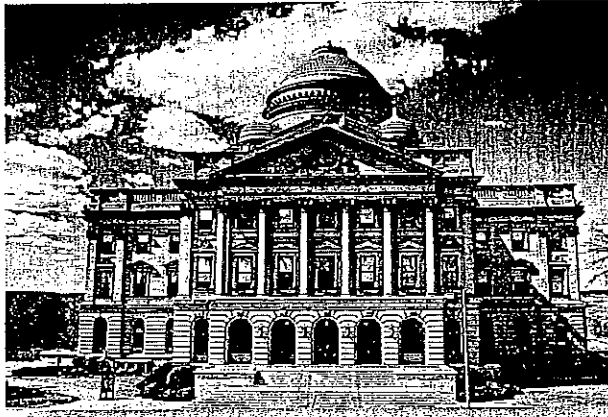
- **No Premium for the ESCO Process.** Our margins are in line with traditional construction industry standards. Increased project costs are a result of improved performance, quality equipment and efficient operation, not higher profit margins.
- **Open Book Pricing.** We are happy to provide a guaranteed maximum price with cost plus pricing. Included would be fixed-fee markups and maximum overhead and profit percentages.
- **Single-Point Accountability.** McClure Company is solely responsible for the entire project from the design through measurement & verification. Our process enables the Project Manager to maintain decision making authority throughout the project.

Our Commitment to the City of Scranton

McClure Company is committed to provide our Nineteen (19) year ESCO expertise to help the City of Scranton navigate their energy savings contract. Our goal is to be responsive and provide solutions that embody the vision and goals of the City.

Section 4: Guaranteed Energy Savings Project History and Client References

Luzerne County Wilkes-Barre, PA



Primary ECMs:

County Wide Lighting
Upgrades

County Wide Building
Envelope Upgrades

County Wide Mechanical
System Insulation Upgrades

Building Re-Commissioning

Prison Plumbing Upgrades

County Wide Plumbing
Upgrades

Courthouse Boiler Upgrades

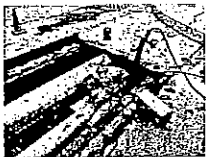
Central Steam Plan
Upgrades

Prison Domestic Hot Water
System Upgrades

Annual Savings: \$394,677

Project Owner Name and Location	Luzerne County 200 North River Street, Wilkes-Barre, PA 18711
Project Cost	\$7,908,111
Date Started	November, 2017
Date Completed	June, 2018
Contract Start & End Dates	November 2017 to June 2019
Annual Operational Savings, Type	\$418,600, Equipment and Maintenance Savings
Method of Savings, M&V	IPMVP Option A, B, C & D
Project References	Mr. David Pedri, County Manager Telephone Number: (570) 825-1635 Email: county.manager@luzernecounty.org

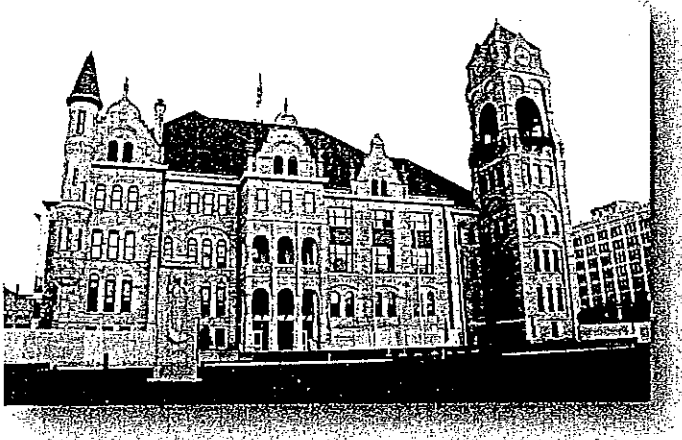
ESCO Project Team



Shayne Homan, PE, CEM – Vice President
Brian Moore, LEED GA – Engineering Manager
John Gunning, PE, LEED GA – Engineering
Chris Stultz, PE, CEM – Sr. Energy Engineer
Bill Smith – Measurement and Verification

Lackawanna County

Scranton, PA



Primary ECMs:

County Wide Lighting
Upgrades

County Wide Building
Envelope Upgrades

Prison Combine Heat and
Power / Emergency
Generator

Prison Kitchen Hood
Controls / Refrigeration
Upgrade

Prison Plumbing Upgrades

Prison Steam and Hot Water
Conversion

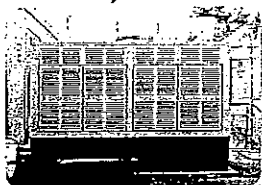
Prison Cell Cable / Power &
Other Upgrades

Courthouse Re-Commission

Annual Savings: \$705,070

Project Owner Name and Location	Lackawanna County 200 Adams Avenue Scranton, PA 18503
Contract Type	GESA
Project Size	328,149 Square Feet
Project Cost	\$7,476,933
Date Started	July 2014
Date Completed	December 2014
Contract Start & End Dates	July 2014 – July 2033
Annual Operational Savings, Type	\$403,555, Equipment and Maintenance Savings
Method of Savings, M&V	IPMVP Option A, B & C
Project References	Tom Durkin Chief Financial Officer durkint@lackawannacounty.org

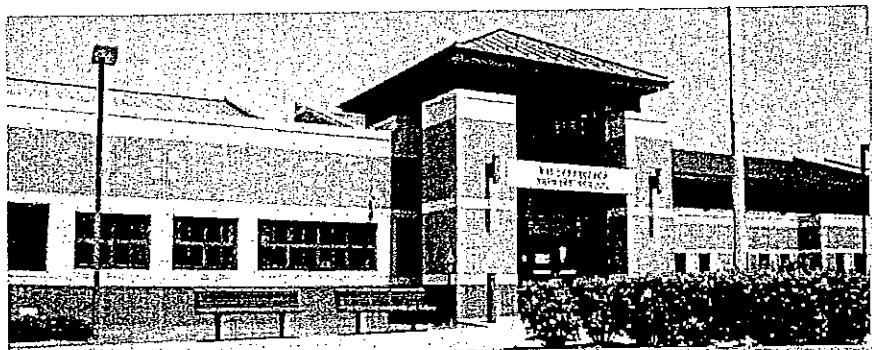
ESCO Project Team



Shayne Homan, PE, CEM – Vice President
Michael Grochalski, CEM, – Energy Engineer
Dean Badorf – Construction Management
Bill Smith – Measurement and Verification

Wallenpaupack Area School District

Hawley, PA



Primary ECMs:

Middle School Roofing
Upgrades

District Wide Lighting

Building Envelope Upgrades

High School HVAC
Geothermal Conversion

Middle School HVAC
Geothermal Conversion

North Intermediate HVAC
Geothermal Conversion

North Primary HVAC
Geothermal Conversion

South Elementary School
Boiler Burner Upgrades

Annual Savings: \$605,305

Project Owner Name and Location	Wallenpaupack Area School District 2552 Route 6, Hawley, PA 18428
Project Cost	\$12,018,012
Date Started	June 11, 2012
Date Completed	October 31, 2012
Contract Start & End Dates	May 14, 2012 to May 14, 2027
Annual Operational Savings, Type	\$193,012, Equipment and Maintenance Savings
Method of Savings, M&V	IPMVP Option A, B, C & D
Project References	Mr. Michael Silsby, Superintendent Telephone Number: (570) 226-4557 Fax Number: (570) 226-0638

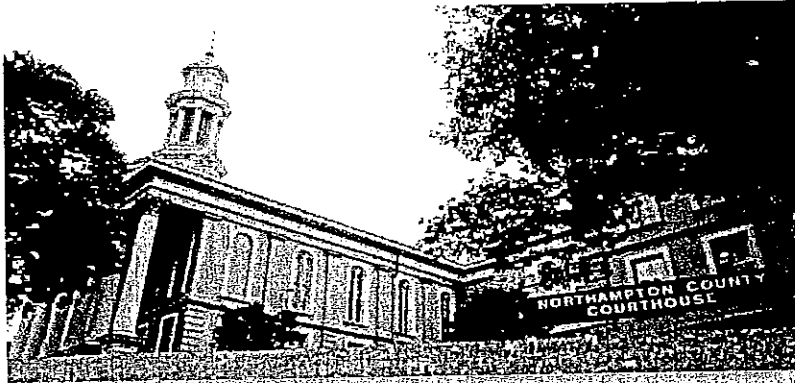
ESCO Project Team



Shayne Homan, PE, CEM – Vice President
Brian Moore, LEED GA – Engineering Manager
John Gunning, PE, LEED GA – Engineering
Chris Stultz, PE, CEM – Sr. Energy Engineer
Bill Smith – Measurement and Verification

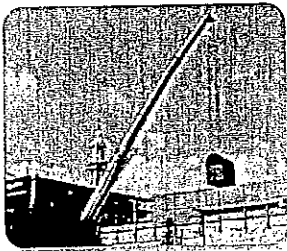
Northampton County

Easton, PA



Annual Savings: \$1,625,000

Project Owner Name and Location	Northampton County 669 Washington Street Easton, PA 18042
Contract Type	GESA
Project Size	328,149 Square Feet
Project Cost	\$19,089,413
Date Started	June 1, 2010
Date Completed	October 31, 2012
Contract Start & End Dates	February 25, 2011 to June 1, 2026
Annual Operational Savings, Type	\$81,866, Equipment and Maintenance Savings
Method of Savings, M&V	IPMVP Option A, & C
Project References	Mr. Scott Parsons, Deputy Directory Telephone Number: (610) 829-6396 Sparsons@northamptoncounty.org
ESCO Project Team	Shayne Homan, PE, CEM – Vice President Brian Moore, LEED GA – Engineering Manager John Gunning, PE, LEED GA – Engineering Chris Stultz, PE, CEM – Sr. Energy Engineer Bill Smith – Measurement and Verification



Primary ECMs:

County Wide Lighting
Steam Trap Upgrade
RTU Replacements
Boiler Replacements
Prison BAS
Window Replacements
Plumbing Upgrades
Chiller Replacements
Roof Replacement
Electrical Upgrade
HVAC System Upgrade
Sewer Line Installation

Centre County

Bellefonte, PA



Primary ECMs:

- County Wide LED Lighting Upgrades
- County Wide Building Envelope Upgrades
- Courthouse HVAC & Controls Upgrades
- Prison Cooling Tower
- Prison DWH & Kitchen RTU Replacement
- County Office MUA Unit & Fluid Cooler Upgrades
- County Office Boiler Plant & Controls Upgrade
- Sheriff's Office Heating & Controls Upgrade
- Sheriff's Office Roof Replacement
- Sheriff's Office Window Replacement
- Sheriff's Office Interior Repairs
- Prison Solar System

Projected Annual Savings: \$506,057

Project Owner Name and Location	Centre County 420 Holmes Street, Bellefonte, PA 16823-1488
Contract Type	GESA
Project Size	237,924 Square Feet
Project Cost	\$5,425,347
Date Started	DEVELOPMENT PHASE
Date Completed	
Contract Start & End Dates	Summer 2018
Annual Operational Savings, Type	\$4,380 Maintenance Savings
Utility, O&M Savings Escalation	3%
Method of Savings, M&V	IPMVP Option A & C
Project References	Mr. Robert Jacobs, Director Centre County Planning & Community Development (814) 355-6791 rbjacobs@centrecountypa.gov
ESCO Project Team	Shayne Homan, PE – Vie President Brian Moore, LEED GA – Engineering Manager Chris Stultz, PE, CEM – Sr. Energy Engineer



West Perry School District

Elliottsburg, PA



Primary ECMs:

District Wide Lighting Upgrade

District Wide Building Envelope Upgrade

ADA Upgrades

HVAC Upgrades

Administration Suite Renovation

Art Suite Renovation

Secure Entrance Upgrade

Bathroom Renovations

Gym Upgrades

Window & Roof Upgrades

Sidewalk & Paving Replacement

Site Drainage Upgrades

Playground Upgrades

Flooring Replacement

Painting

Well System Upgrades

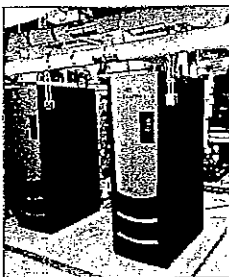
Brick Repointing and Caulking

Clock System Upgrades

Annual Savings: \$438,643

Project Owner Name and Location	West Perry School District 2606 Shermans Valley Road, Elliottsburg, PA 17024
Contract Type	Guaranteed Energy Services Agreement (GESA)
Project Size	456,928 Square Feet
Project Cost	\$8,772,859
Date Started	May 2018
Date Completed	October 2018
Contract Start & End Dates	June 2018 to May 2038
Annual Operational Savings, Type	\$148,567 Equipment and Maintenance Savings
Method of Savings, M&V	IPMVP Option A & B
Project References	Mr. Christopher Rahn, HS Principal Telephone Number: (717) 789-3931 crahn@westperry.org

ESCO Project Team



Mark Gallick – Account Manager
Shayne Homan, PE, CEM – Vice President
Brian Moore, LEED GA – Engineering Manager
Christopher Stultz, PE – Sr. Energy Engineering

Section 5: Project Personnel Resumes (addition to the original RFP)

Mark Gallick

Account Executive

Job Responsibilities

Primary contact responsible for engineering, design and coordination tasks for successful project completion.

Educational Background

Bachelor of Science, Mechanical Engineering Technology, The Pennsylvania State University

Previous Employment

Johnson Controls, Business Development, New Cumberland, PA, 17 Years

Professional Affiliations/Publications/Technical Training

- Harrisburg Area Community College (HACC) HVAC Advisory Board
- Association of Independent Colleges And Universities of Pennsylvania (AICUP)
- American Society for Healthcare Engineering (ASHE)
- APPA – Leadership in Educational Facilities (formerly known as the Association of Physical Plant Administrators)

Recent Projects

Project	Type	Year	Cost	Role
Conewago Valley SD, New Oxford, PA	K-12	2018	\$12.8 M	Account Manager
Riverside SD, Taylor, PA	K-12	2018	\$2.9 M	Account Manager
West Perry SD, Ellittsburg, PA	K-12	2018	\$8.5 M	Account Manager
Athens Area SD, Athens, PA	K-12	2017	\$8.3 M	Account Manager
Elizabethtown Area SD, Elizabethtown, PA	K-12	2017	\$3.7 M	Account Manager
Southern Tioga SD, Blossburg, PA	K-12	2016	\$7.5 M	Account Manager
Greencastle-Antrim SD, Chambersburg, PA	K-12	2015-17	\$16.7 M	Account Manager
Lackawanna Trail SD, Factoryville, PA	K-12	2015	\$4.9 M	Account Manager
Bedford County, Bedford, PA	Government	2014	\$1.7 M	Account Manager
Penn State Hershey Medical Center, Hershey	Healthcare	2012	\$2.5 M	Account Manager

Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Mark acted as the primary conduit between the customer and the project development team. This included identifying customer project goals, financing and final contract terms. As an Account Manager with an engineering background, he is able to help streamline the development process by communicating the project approach to both technical and non-technical decision makers.

Project Team – Individual Selection Criteria

Mark was selected as primary point of contact for the State because of his proven record of working with customers.

Phases of Involvement

Project Phase	Energy Audit	Project Development	Construction	Measurement and Verification
Involvement	☆	☆	☆	☆



Shayne Homan, P.E., CEM, LEED AP

Vice President Energy Services

Job Responsibilities

Responsible for oversight of all energy services departmental activities. Shayne will coordinate the entire pre-construction effort and maintain communication with the engineers and account manager to ensure design, energy calculations, life cycle costs and equipment selections meet the proposed energy solutions.

Educational Background

Bachelor of Science, Mechanical Engineering Technology, The Pennsylvania State University

Professional Affiliations/Publications/Technical Training

- Professional Engineer, Pennsylvania
- Certified Energy Manager, Association of Energy Engineers
- Accredited Professional, Leadership In Energy and Environmental Design (LEED), USGBC

Recent Projects

Project	Type	Year	Cost	Role
Delaware County Intermediate Unit, Aston, PA	Commercial	2017-18	\$17.8 M	Director
Pine Grove Area SD, Pine Grove, PA	K-12	2017	\$3.4 M	Director
West Shore SD, Redland, PA	K-12	2016-18	\$11.4 M	Director
Lehigh SD, Lehigh, PA	K-12	2016	\$7.7 M	Director
Salisbury SD, Allentown, PA	K-12	2013-16	\$5.8 M	Director
Northwestern Lehigh SD, New Tripoli, PA	K-12	2015	\$3.9 M	Director
Harrisburg SD, Harrisburg, PA	K-12	2015	\$5 M	Director
Northern York SD, Dillsburg, PA	K-12	2015	\$3.9 M	Director
Moon Area SD, Moon Township, PA	K-12	2015	\$4.3 M	Director
Minersville Area SD, Minersville, PA	K-12	2014	\$7.1 M	Director
Williamsport Area SD, Williamsport, PA	K-12	2014	\$9.1 M	Director
Susquehanna Twp SD, Harrisburg, PA	K-12	2014	\$7.8 M	Director
Danville Area SD, Danville, PA	K-12	2014	\$6.2 M	Director
York County, York, PA	Gov't	2010-16	\$9.5 M	Account Manager

Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Shayne coordinated the entire pre-construction effort and maintained communication with the engineers and account manager to ensure design, energy calculations, life cycle costs and equipment selections met the proposed energy solutions.

Project Team – Individual Selection Criteria

Shayne was selected for the project team to successfully oversee the day to day operations of project staff.

Phases of Involvement

Project Phase	Energy Audit	Project Development	Construction	Measurement and Verification
Involvement	☆	☆	☆	☆

Brian Moore, LEED GA, CIPE

Engineering Operations Manager

Job Responsibilities

Responsible for the day to day management of our engineering efforts

Educational Background

Mechanical Design Technology Degree, Thompson Institute

Previous Employment

Gatter and Diehl, Inc., Senior Designer/Project Manager, Mechanicsburg, PA, 16 Years

Professional Affiliations/Publications/Technical Training

- LEED Green Associate, Leadership In Energy and Environmental Design (LEED), USGBC
- Certified in Plumbing Engineering (CIPE), American Society of Plumbing Engineers (SAPE)

Recent Projects

Project	Type	Year	Cost	Role
Northern Lehigh SD, Slatington, PA	K-12	2018	\$10.7 M	Senior Engineer
Mifflin County SD, Lewistown, PA	K-12	2018	\$8.8 M	Senior Engineer
Conewago Valley SD, New Oxford, PA	K-12	2018	\$12.9 M	Senior Engineer
Penns Manor Area SD, Clymer, PA	K-12	2018	\$7.3 M	Senior Engineer
Luzerne County, Wilkes-Barre, PA	Government	2018	\$4.2 M	Senior Engineer
Delaware County Intermediate Unit, Aston, PA	Commercial	2017-18	\$17.8 M	Senior Engineer
Central York SD, York, PA	K-12	2017	\$5.6 M	Senior Engineer
Annaville-Cleona SD, Annville, PA	K-12	2017	\$5 M	Senior Engineer
Clearfield Area SD, Clearfield, PA	K-12	2017	\$2.8 M	Senior Engineer
Pine Grove Area SD, Pine Grove, PA	K-12	2017	\$3.4 M	Senior Engineer
Salisbury SD, Allentown, PA	K-12	2016	\$3.3 M	Senior Engineer
Tuscarora SD, Mercersburg, PA	K-12	2016	\$2.8 M	Senior Engineer
Southern Tioga SD, Blossburg, PA	K-12	2016	\$7.5 M	Senior Engineer
Lehigh Area SD, Lehigh, PA	K-12	2016	\$7.7 M	Senior Engineer
Northwestern Lehigh SD, New Tripoli, PA	K-12	2015	\$3.9 M	Senior Engineer
Harrisburg SD, Harrisburg, PA	K-12	2015	\$5 M	Senior Engineer
Lackawanna Trail SD, Factoryville, PA	K-12	2015	\$4.9 M	Senior Engineer

Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Brian's responsibilities included design assistance, equipment selection and specification verification when submittals are received from equipment suppliers.

Project Team - Individual Selection Criteria

Brian's ability to improve communication and interaction between engineering and project management make him a great candidate for this job. It is his philosophy that engineering staff stay involved with projects all the way until the project is commissioned which has led to happier clients and better projects.

Phases of Involvement

Project Phase	Energy Audit	Project Development	Construction	Measurement and Verification
Involvement		☆	☆	

Christopher Stultz, P.E., CEM

Manager of Energy Services Project Development

Job Responsibilities

Responsible for facility scoping and investment grade audits to identify and qualify technical energy conservation measures.

Educational Background

Master of Architectural Engineering, Architectural Engineering, The Pennsylvania State University
Bachelor of Architectural Engineering, Architectural Engineering, The Pennsylvania State University

Professional Affiliations/Publications/Technical Training

- Professional Engineer, Pennsylvania
- Certified Energy Manager, Association of Energy Engineers
- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

Recent Projects

Project	Type	Year	Cost	Role
Kutztown Area SD, Kutztown, PA	K-12	2018	\$4.2 M	Energy Engineer
Penns Manor Area SD, Clymer, PA	K-12	2018	\$7.3 M	Energy Engineer
West Perry SD, Shermans Dale, PA	K-12	2018	\$8.5 M	Energy Engineer
Mifflin County SD, Lewistown, PA	K-12	2018	\$8.8 M	Energy Engineer
Northern Lehigh SD, Slatington, PA	K-12	2018	\$10.7 M	Energy Engineer
West Shore SD, Redland, PA	K-12	2016-18	\$11.4 M	Energy Engineer
Delaware County Intermediate Unit, Aston, PA	Commercial	2017-18	\$17.8 M	Energy Engineer
Luzerne County, Wilkes-Barre, PA	Government	2018	\$4.2 M	Energy Engineer
Elizabethtown Area SD, Elizabethtown, PA	K-12	2017	\$3.7 M	Energy Engineer
Annvile-Cleona SD, Annville, PA	K-12	2017	\$5 M	Energy Engineer
Forest Area SD, Marienville, PA	K-12	2017	\$3.9 M	Energy Engineer
Central York SD, York, PA	K-12	2017	\$5.6 M	Energy Engineer
Pine Grove Area SD, Pine Grove, PA	K-12	2017	\$3.4 M	Energy Engineer
Williams Valley SD, Tower City, PA	K-12	2015	\$7.4 M	Energy Engineer
Lackawanna Trail SD, Factoryville, PA	K-12	2015	\$4.9 M	Energy Engineer
Harrisburg SD, Harrisburg, PA	K-12	2015	\$5 M	Energy Engineer
Lackawanna County, Scranton, PA	Government	2015	\$7.9 M	Energy Engineer

Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Chris performed facility building audits to identify and qualify technical energy conservation measures (ECMs). Along with a benchmarking, the ECMs were developed into an action plan for implementation and coordination with account managers. Chris developed a preliminary design to relate the ECMs to buildable construction projects with budgetary savings, costs, and technical scopes of work.

Project Team – Individual Selection Criteria

Chris was selected due to his extensive energy development history and experience on working on multiple phased large-scale building projects.

Phases of Involvement

Project Phase	Energy Audit	Project Development	Construction	Measurement and Verification
Involvement	☆	☆		☆



Doug Boswell, P.E., LEED AP

Project Development Engineer

Job Responsibilities

Responsible for oversight of mechanical design estimating and project costs.

Educational Background

Bachelor's Degree in Architectural Engineering, The Pennsylvania State University – 2008

Master's Degree in Architectural Engineering, The Pennsylvania State University – 2008

Professional Affiliations/Publications/Technical Training

- Professional Engineer, Pennsylvania and Virginia
- Accredited Professional, Leadership In Energy and Environmental Design (LEED), USGBC
- ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers)

Recent Projects

Project	Type	Year	Cost	Role
Smethport Area SD, Smethport, PA	K-12	2018	\$6 M	Mechanical Engineer
Allegheny-Clarion Valley SD, Foxburg, PA	K-12	2018	\$5.3 M	Mechanical Engineer
Kane Area SD, Kane, PA	K-12	2018	\$6.6 M	Mechanical Engineer
Millersburg Area SD, Millersburg, PA	K-12	2018	\$724K	Mechanical Engineer
Riverside SD, Taylor, PA	K-12	2018	\$2.9 M	Mechanical Engineer
Athens Area SD, Athens, PA	K-12	2017	\$8.3 M	Mechanical Engineer
Clearfield Area SD, Clearfield, PA	K-12	2017	\$2.8 M	Mechanical Engineer
Pine Grove Area SD, Pine Grove, PA	K-12	2017	\$3.4 M	Mechanical Engineer
Annville-Cleona SD, Annville, PA	K-12	2017	\$5 M	Mechanical Engineer
Greencastle-Antrim SD, Chambersburg, PA	K-12	2015-17	\$16.7 M	Mechanical Engineer
Salisbury SD, Allentown, PA	K-12	2016	\$3.3 M	Mechanical Engineer
Millville Area SD, Millville, PA	K-12	2016	\$1.3 M	Mechanical Engineer
Greenwood SD, Millerstown, PA	K-12	2016	\$1.2 M	Mechanical Engineer
Juniata County, Mifflintown, PA	Government	2105	\$350K	Mechanical Engineer

Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Doug was responsible for overseeing all engineering tasks, including load calculations, equipment procurement, and HVAC / Plumbing design. He works with the client and the energy services team to provide mechanical solutions to building systems.

Project Team - Individual Selection Criteria

With over 7 years of experience in engineering, Doug has designed numerous design build projects. With his extensive experience, engineering knowledge, and estimating expertise, Doug will oversee advanced mechanical project development efforts.

Phases of Involvement

Project Phase	Energy Audit	Project Development	Construction	Measurement and Verification
Involvement		☆	☆	

Christina Domanski, P.E., CEM

Controls Specialist

Job Responsibilities

Responsible for coordinating the measurement and verification of the energy conservation measures (ECMs), and accurately recording and analyzing pre-retrofit and post-retrofit energy use.

Educational Background

Bachelor of Science, Mechanical Engineering Technology, The Pennsylvania State University
AA in Business Management, Harrisburg Area Community College

Previous Employment

Automated Logic Corporation, Engineering Supervisor, Harrisburg, PA, 5 Years
Intercon Automation, Controls Project Engineer, Harrisburg, PA, 5 Years
Trane, Controls Project Engineer, Harrisburg, 2 Years

Professional Affiliations/Publications/Technical Training

- Professional Engineer, Pennsylvania
- Certified Energy Manager, Association of Energy Engineers
- Achieving Competitive Excellence (ACE) Associate Level Status

Recent Projects

Project	Type	Year	Cost	Role
Smethport Area SD, Marienville, PA	K-12	2018	\$6 M	Controls Specialist
West Perry SD, Elliptsburg, PA	K-12	2018	\$8.5 M	Controls Specialist
Central Columbia SD, Bloomsburg, PA	K-12	2018	\$500k	Controls Specialist
Centre County, Bellefonte, PA	Gov	2018	\$5.4 M	Controls Specialist
Northern Lehigh SD, Slatington, PA	K-12	2018	\$10 M	Controls Specialist
Elizabethtown Area SD, Elizabethtown, PA	K-12	2017	\$3.7 M	Controls Specialist
Williamsport Area SD, Williamsport, PA	K-12	2016	\$1.7 M	Controls Specialist

Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Christina's responsibilities included energy audits, measurement and verification, comparative energy use, and implementing corrective steps if savings guarantee is not being met.

Project Team - Individual Selection Criteria

With her building automation systems expertise, coupled with her energy service project background, Christina is a clear choice to be selected for this team.

Phases of Involvement

Project Phase	Energy Audit	Project Development	Construction	Measurement and Verification
Involvement	☆	☆	☆	☆

Richard Skinner, P.E., CEM, CPQ

Measurement and Verification Specialist

Job Responsibilities

Responsible for energy audits, measurement and verification, and comparative energy use.

Educational Background

Bachelor of Science, Mechanical Engineering, University of Maryland

Previous Employment

Research Management Consultant, Inc., Project Manager, Washington, DC, 4 years

Southern Maryland Electric Cooperative, Commercial Energy Analyst, 9 years

Professional Affiliations/Publications/Technical Training

- Certified Energy Manager & Certified Power Quality Professional, Association of Energy Engineers (AEE)
- Author of 'A Tale of Two Biomass Boilers' article, Journal Energy Engineers Journal, 2012
- Author of 'The Ultimate Three-Legged Stool: Using Energy Efficiency, Fuel Switching , and Renewable Energy' article, Association of Energy Engineers Journal, 2013
- Speaking Engagements/Training Events Leader: USGBC Central PA, Association of Energy Engineers, Biomass Boot Camp, PA Biomass Energy Association, Northeast Biomass Heating Expo

Recent Projects

Project	Type	Year	Cost	Role
Kutztown Area SD, Kutztown, PA	K-12	2018	\$4.2 M	M&V Specialist
West Perry SD, Shermans Dale, PA	K-12	2018	\$8.5 M	M&V Specialist
Central Columbia Area SD, Bloomsburg, PA	K-12	2017-18	\$1.1 M	M&V Specialist
Selinsgrove Area SD, Selinsgrove, PA	K-12	2014-18	\$6 M	M&V Specialist
Allegheny-Clarion Valley SD, Foxburg, PA	K-12	2018	\$5.3 M	M&V Specialist
Penns Manor Area SD, Clymer, PA	K-12	2018	\$7.3 M	M&V Specialist
Bloomsburg Area SD, Bloomsburg, PA	K-12	2018	\$6 M	M&V Specialist
Kane Area SD, Kane, PA	K-12	2018	\$6.6 M	M&V Specialist
Mifflin County SD, Lewistown, PA	K-12	2018	\$8.8 M	M&V Specialist
Northern Lehigh SD, Slatington, PA	K-12	2018	\$10.7 M	M&V Specialist
West Shore SD, Redland, PA	K-12	2016-18	\$11.4 M	M&V Specialist
Tuscarora SD, Mercersburg, PA	K-12	2016-17	\$4.5 M	M&V Specialist
Williams Valley SD, Tower City, PA	K-12	2015	\$7.4 M	M&V Specialist
Southern Tioga SD, Blossburg, PA	K-12	2016	\$7.5 M	M&V Specialist
Greencastle-Antrim SD, Chambersburg, PA	K-12	2015-16	\$7.9 M	M&V Specialist

Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Richard performed for energy audits, developed measurement and verification plans, and compared pre-retrofit and post-retrofit energy use.

Project Team - Individual Selection Criteria

With over 8 years' experience, Richard was selected because of his ability to work with the client and the account manager to provide the technical engineering support for the energy-related issues and energy cost savings.

Penn State Project - Phases of Involvement

Project Phase	Energy Audit	Project Development	Construction	Measurement and Verification
Involvement	☆	☆	☆	☆



Andrew McKenna

Commissioning Manager

Job Responsibilities

Responsible for oversight of project from scope of work development through system commissioning and project close-out.

Educational Background

European Master Craftsman License in Industrial Automation

Previous Employment

Bridge Source Management Ltd., Senior Project Manager, Dublin, Ireland, 4 years
Polytec Pl, Automation Engineer, Tustin, CA, 3.5 years

Professional Affiliations/Publications/Technical Training

- Registered Site Inspector, National Guild of Master Craftsmen, Ireland
- LABVIEW programmer, California State University – Fullerton, CA
- Telecommunications Technician Level 4 & Electronics Level 2, City & Guilds of London Institute, England
- Hitachi PLC In-Company training, Ireland
- Cylon Building and Plant Controls training, Cylon Headquarters, Ireland
- IRD Mechanalysis Vibration Monitoring & Trend Building and Plant Controls, In-Company training, Intel, Ireland
- State Licensed Electrician, Ireland

Recent Projects

Project	Type	Year	Cost	Role
Kutztown Area SD, Kutztown, PA	K-12	2018	\$4.2 M	Commissioning Mgr
Selinsgrove Area SD, Selinsgrove, PA	K-12	2014-18	\$6 M	Commissioning Mgr
Bloomsburg Area SD, Bloomsburg, PA	K-12	2018	\$6 M	Commissioning Mgr
Conewago Valley SD, New Oxford, PA	K-12	2018	\$12.8 M	Commissioning Mgr
Northern Lehigh SD, Slatington, PA	K-12	2018	\$10.7 M	Commissioning Mgr
Athens Area SD, Athens, PA	K-12	2017	\$8.3 M	Commissioning Mgr
Central York SD, York, PA	K-12	2017	\$5.6 M	Commissioning Mgr
Southern Columbia Area SD, Catawissa, PA	K-12	2017	\$4 M	Commissioning Mgr
West Shore SD, Redland, PA	K-12	2016-17	\$7.1 M	Commissioning Mgr
Pine Grove Area SD, Pine Grove, PA	K-12	2017	\$3.4 M	Commissioning Mgr
Greencastle-Antrim SD, Chambersburg, PA	K-12	2015-17	\$16.7 M	Commissioning Mgr
Tuscarora SD, Mercersburg, PA	K-12	2016-17	\$4.5 M	Commissioning Mgr
Southern Tioga SD, Blossburg, PA	K-12	2016	\$7.5 M	Commissioning Mgr
Lehigh Area SD, Lehigh, PA	K-12	2016	\$7.7 M	Commissioning Mgr

Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Andrew was involved from the design phase through construction, processing all commissioning, safety and site inspections for close-out.

Project Team - Individual Selection Criteria

With over 10 years' experience, Andrew has the keen ability to work well with the clients and oversee the commissioning activities with his background in equipment installation and operation of building controls.

Phases of Involvement

Project Phase	Energy Audit	Project Development	Construction	Measurement and Verification
Involvement	☆	☆	☆	☆

Section 6: Project Financing

McClure Company will assist the City of Scranton in facilitating the most beneficial financing mechanism for this project. McClure Company understands that the State may choose to finance all or part of the funds necessary to implement this project through its own sources.

The options listed in this section are for submission purposes only and should not be considered recommendations. For final recommendations, McClure Company will work under the advisement of professionals registered with the Security and Exchange Committee (SEC) and authorized to provide opinions as a Municipal Advisor.

Typical financing structures include:

- Tax Exempt Municipal Lease Purchase Agreements
- Tax Exempt Municipal Bonds - new source, refinancing, wrap around
- Federally Issued Construction Bonds
- Utility Rebates
- Any combination of all of the above

Municipal Lease Purchase Agreement (MLPA)

A MLPA is a financing arrangement to acquire much needed equipment and facilities. A Lessee is defined as: any political subdivision of a state with taxing authority, police powers or power of eminent domain.

Aside from low interest rate and the ability to quickly "close" on the financing, one of the other greatest benefits of a MLPA is the fact it does not affect debt capacity. A non-appropriation clause is included in the lease agreement, which allows the lease/purchase payment to be categorized as "current expense," instead of "long-term" debt.

The payments to the Lessor are divided into principal and interest portions. Since the Lessee is a governmental unit (RSD), the interest portion of the lease payment is considered tax-exempt income for the Lessor. Thus, interest rates are substantially lower than the commercial loan market.

The City of Scranton retains title and ownership of the equipment or project. A first lien is filed to secure the collateral. Then, at the conclusion of the agreement, with payment in full the lien is released.

At the inception of the lease, the Lessor deposits a lump sum for funding of the project in an escrow account at a bank or other financial institution mutually acceptable to both parties. Invoices from McClure Company ("Contractor") are paid as needed upon written authorization from the Lessee.

Payments are set and can be made monthly, quarterly, semiannually, or annually. The term for this project per Act 39 may be a maximum term of 20 years. Payments can be linear or non-linear depending on the budget neutral cash flow of each contract year.

Municipal Bonds

Municipal bonds are an attractive funding source because of their ability to go beyond 15 years and the available low interest rates. The rates are typically lower compared to a MLPA.

Bonds, compared to MLPAs, typically come at the expense of a longer closing period, higher issuance costs and considered long term debt.

Projects with Similar Financing Approach

Owner	Project Type	Funding Vehicle	Phases
Bald Eagle Area School District	GESA	Municipal Bond	3
Chichester School District	GESA / Hybrid	Municipal Bond	2
Danville Area School District	GESA	Municipal Bond	3
Delaware County Intermediate Unit	GESA / Hybrid	Municipal Bond	1
East Lycoming School District	GESA/Hybrid	Municipal Bond	14
Greencastle Antrim School District	GESA	Municipal Bond	4
Greenwood School District	GESA	Municipal Bond	2
Juniata County School District	GESA	Municipal Bond	3
Mifflin County Area School District	GESA	Municipal Bond	3
Millville Area School District	GESA	Municipal Bond	3
Mount Carmel Area School District	GESA	Municipal Bond	2
Northern York County School District	GESA	Municipal Bond	3
Salisbury Township School District	GESA	Municipal Lease*	2
Tamaqua Area School District	GESA	Municipal Lease*	3
Upper Dauphin Area School District	GESA	Municipal Bond	2
Waynesboro Area School District	GESA	Municipal Bond	4
West Branch Area School District	GESA	Municipal Bond*	2
PA DPW – Selinsgrove Center	GESA	Municipal Lease	1
PA DPW – White Haven Center	GESA	Municipal Lease*	1
Northampton County Government	GESA	Municipal Lease*	2
Lackawanna County Government	GESA	Municipal Lease*	2

*McClure Company arranged financing on behalf of the Client

Section 7: Project Implementation

Equipment

McClure Company is not a manufacturer of either equipment or controls. As such, we approach the project from the customer's perspective rather than from a product sales perspective. This allows us to offer the customer a non-specific brand approach to projects and allows selection of equipment and systems that best meets the needs of the City. Our goal is to provide our customers the brands and types of equipment and control systems preferred by the City. If selected, McClure will meet with the City to discuss what brands and types of control systems (and other equipment) should be implemented during Investment Grade Study for the City.

Subcontractors

Some of McClure Company's work outside our internal corporate offerings is often times conducted by outside consultants, architectural/engineering firms, vendors, and other subcontractors. We have long-established relations with our existing subcontractors and a rigorous quality review for new subcontractors. Our preferred partners have worked on countless projects with McClure Company and have been instrumental to operational efficiencies with the depth of experience needed in exceeding expectations.

Our selection of outside partners is typically completed through one of the following three methods:

1. Method 1: Owner Recommendation – Owner recommends a preferred vendor
2. Method 2: Performance Specifications – McClure releases performance specifications for local firms to bid and facilitates a selection process with the owner
3. Method 3: McClure Recommendation – McClure recommends a previous partner who has similar project experience and facilitates a selection process with the owner

McClure Company recognizes the quality of work and benefits derived from the project are a direct reflection of the people devoted to ensuring the project goals are met. This process is an integral component of ensuring the results are met. It is therefore essential to select the right contractor for the right reasons. McClure Company is committed to ensuring that the Owner realizes the maximum economic benefit from the project. We accomplish this through a policy of using local contractors and local people to accomplish the objectives of the projects we develop. The McClure Company subcontracting process involves three critical steps:

- Identify qualified contractors
- Define and clearly communicate requirements to contractor
- Manage contractor performance

Additionally, McClure Company requires potential contractors to supply the following information:

- Their technical capability, including all applicable licenses
- Expertise of in-house staff including resumes of key personnel
- Familiarity with the Owner
- Previously completed jobs including references
- Financial stability to include bonding capacity and bond history
- Legal proceedings pending with contractor and legal history
- Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE) status with the state
- Verification of financial information through outside services, such as Dun & Bradstreet



Section 8: Ongoing Support

McClure Company offers on-going maintenance, which can either be included in the project or as a separate entity. McClure Mechanical Services is a customer focused Service Company committed to providing a complete range of HVAC maintenance programs including repair, replacement, building automation, temperature control services and support and emergency service.

McClure has four (4) service offices located in Harrisburg, State College, Williamsport and Wilkes-Barre. McClure Company's service fleet includes twenty (20) full time employees and forty-eight (48) service technicians. Our service has special divisions dedicated specifically to boilers and chillers.

McClure Company's service technicians' trades and expertise lie in automatic system controls, boilers, chillers, plumbing, sheet metal, and other heating, ventilation and air-conditioning skills. McClure Company's service department serves industrial, healthcare, government, commercial education and pharmaceutical clients. Corporate resumes of all service technicians, which include education, certifications, and work experience, can be received upon request.

We help clients save money by improving energy efficiency in such areas as lighting, heating and air conditioning, building automation, and thermal envelope systems. We can install modern energy-information systems to improve decision-making. McClure is Brand Non-Specific, meaning that we do not manufacture any equipment. We will work with you to provide the best value products and systems for the City. We have taken competitive proposals on major equipment and automatic temperature controls. These and all subcontractor selections in our pricing reflect best value decisions on behalf of the City, based on the criteria of price, performance, and quality.



Section 9: Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Graham Company The Graham Building One Penn Square West 25th Floor Philadelphia, PA 19102 www.grahamco.com	CONTACT NAME: Jim Bonner PHONE (A/C, No, Ext): 215-701-5294 FAX (A/C, No): 215-525-0234 E-MAIL ADDRESS: Bonner_Unit@grahamco.com INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Co. NAIC #: 22667 INSURER B: XL Specialty Insurance Company 37885 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES		CERTIFICATE NUMBER: 42092038		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
RSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		HDOG28114680	3/31/2018	3/31/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPOP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CALH0909216A	3/31/2018	3/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		USD0078756L18A	3/31/2018	3/31/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLRC48580944	3/31/2018	3/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE William A. Graham IV

ACORD 25 (2016/03)

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SCHEDULE OF OTHER POLICIES

DATE ISSUED
5/25/2018

NAMED INSURED:

McClure Company
P.O. Box 1579
4101 North Sixth Street
Harrisburg PA 17105

CERTIFICATE HOLDER:

Evidence of Coverage

OTHER COVERAGE	INSURER NAIC#	POLICY NO.	EFF - EXP DATE	LIMITS
Contractors Pollution/Professional	Indian Harbor Insurance Company 36940	CPL744607301	5/17/2018 - 3/31/2019	\$5,000,000 Per Claim
Property	AGCS Marine Insurance Company 22837	MXI93076663	3/31/2018 to 3/31/2019	\$1,000,000 Unnamed/Unscheduled Locations
Contractors Equipment	AGCS Marine Insurance Company 22837	MXI93076663	3/31/2018 to 3/31/2019	\$2,000,000 Equipment Leased, Rented, Borrowed From Others
Builders Risk/Installation Floater	AGCS Marine Insurance Company 22837	MXI93076663	3/31/2018 to 3/31/2019	\$10,000,000
Rigger's Liability	AGCS Marine Insurance Company 22837	MXI93076663	3/31/2018 to 3/31/2019	\$1,500,000

ecertsonline™

SCHEDULE OF OTHER POLICIES

Attachment A: Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- 1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- 2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- 3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- 4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligation. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- 5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- 6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed, and remedies invoked.
- 7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purpose of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- 8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- 9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.



- 10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 4/8/19

McClure Company

(Name of Bidder)

BY


SHAYNE HOMAN

TITLE Vice President



Attachment B: Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: 4/8/19

McClure Company

(Name of Bidder)

BY 
SHAWN HOMAN

TITLE Vice President



Attachment C: Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania

COUNTY OF Dauphin

Shayne A. Homan, PE, being first duly sworn, deposed
and says that:

1. He is Vice President
(Owner, partner, officer, representative or agent)

Of McClure Company, the Bidder that has submitted the bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including the affiant.

Signed

Vice President

(Title)

SHAYNE HOMAN

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Roxann E. Maxwell, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires Dec. 14, 2019

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 8th DAY OF April, 2019

MY COMMISSION EXPIRES _____

Attachment D: Disclosures by Firm or Contractor

1. Included in the proposal shall be provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.
2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.
3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.
4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value of discounted value.
5. Regarding the provisions of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
6. Omission of any response required in questions one through five may result in disqualification of the proposal.

VERIFICATION

I, Shayne A. Homan, PE, hereby state that I am Vice President

for McClure Company, and am authorized to make this verification.



4101 North Sixth Street
P.O. Box 1579
Harrisburg, PA 17105-1579
717.232.9743 T • 717.236.5239 F
www.mcclureco.com

April 3, 2019

RE: McClure Company 2018 EMR & TRIR

TO: Whom it may concern,

McClure Company's EMR is .792.

McClure Company's TRIR is 2.87.

Regards,

A handwritten signature in black ink, appearing to read 'Tom Scott', written over a horizontal line.

Tom Scott, CSP

Safety Manager

(717) 648-0231

tomscott@mcclureco.com



DEPARTMENT OF ENERGY'S QUALIFIED LIST OF ENERGY SERVICE COMPANIES

March 2019

Honeywell International, Inc.	Steven Craig General Manager, Honeywell Federal Energy Solutions	1280 Kemper Meadow Drive Cincinnati, OH 45240	P: 513-745-7141 F: 888-573-9494	E-mail: steven.craig@honeywell.com Website: www.honeywell.com
Johnson Controls Government Systems, LLC	Stephen Kachmar Senior Director of Sales	2101 Gaither Road Suite 400 Rockville, MD 20850	P: 843-637-0027	E-mail: stephen.m.kachmar@jcfederal.com Website: www.johnsoncontrols.com
Juice Technologies, Inc. dba Plug Smart	Mark Himmel Director of Project Development	350 E. First Avenue Suite 210 Columbus, OH 43215	P: 614-935-0041 F: 800-518-5576	E-mail: mark.himmel@plugsmart.com Website: www.plugsmart.com
Legatus6	John McCann President	6411 Stratford Road Chevy Chase, MD 20815	P: 301-351-1979	E-mail: john.mccann@legatus6.com Website: www.legatus6.com
Leidos Engineering, LLC	William Steen Senior Program Manager	1250 N. Pontiac Trail Walled Lake, MI 48390	P: 248-926-3575 F: 248-669-1150	E-mail: william.r.steen@leidos.com Website: energy.leidos.com
Lockheed Martin Corporation, Federal Energy Solutions	Paul Wenner Program Manager	700 King Farm Boulevard Rockville, MD 20850	P: 571-422-3752 F: 301-556-1499	E-mail: paul.wenner@lmco.com Website: www.lockheedmartin.com
Matrix Energy Services, Inc.	Lillie Mozaffari President	3221 Ramos Circle Sacramento, CA 95827	P: 916-363-9283 F: 916-368-9389	E-mail: lillie@matixescorp.com Website: www.matixescorp.com
McClure Company	Shayne Homan Director of Energy Services	4101 North Sixth Street Harrisburg, PA 17105	P: 717-232-9743	E-mail: shaynehoman@mcclureco.com Website: http://www.mcclureco.com/
M.C. Dean, Inc.	Mark Tibbets Global Capture Director, FM & Energy Programs	1765 Greensboro Station Place Tysons, VA 22102	P: 678-409-6972 F: 703-421-4670	E-mail: mark.tibbets@mcdean.com Website: www.mcdean.com
McKinstry Essention, LLC	Maria McDaniel Marketing Development Manager	5005 Third Avenue South Seattle, WA 98134	P: 206-832-8380 F: 206-762-2624	E-mail: mariam@mcinstry.com Website: www.mckinstry.com
McNeil Rhoads, LLC	Chris McNeil President	980 North Bierdeman Road Pearl, MS 39208	P: 601-398-4836	E-mail: chris@mcneilrhoads.com Website: www.mcneilrhoads.com



American Insurance Administrators
AN ALERA GROUP COMPANY

April 8, 2019

Mr. Thomas F. Brown, Jr.
McClure Company
4101 North Sixth Street
Harrisburg, PA 17105

Re: Surety Bond Program

Chip:

As per your request, we are pleased to review with you the bonding program for your fine company.

We can confirm to your company a working line of surety support of \$40,000,000 per single job and a \$150,000,000 aggregate program based on costs left to complete. Bonds will be provided by Arch Insurance Company, Philadelphia, PA who is rated A+ by AM Best. This program is subject to our usual ongoing underwriting considerations and is designed to facilitate your normal bonding needs. We would promptly consider any program or single project in which your company is interested in pursuing.

As you know, we have been very pleased by the positive feedback we have received from project owners over the years. We have the utmost confidence in you and your company to perform any contract it may wish to undertake in the most commendable manner.

Please let me know if you should have any questions or need additional information.

Very truly yours,

AIA American Insurance Administrators, LLC

A handwritten signature in black ink, appearing to read 'R. Striewig'.

Robert N. Striewig, Jr.
Senior Vice President



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 14, 2019

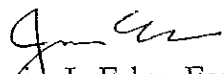
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
JUN 14 2019
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH MCCLURE COMPANY'S ENERGY SERVICES COMPANY
(ESCO) FOR THE CITY OF SCRANTON TO PROVIDE THE MOST IMPACTFUL
CITY-WIDE ENERGY SAVINGS STRATEGY TO IMPROVE THE EFFICIENCY OF
CITY OWNED FACILITIES.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 41, 2016, AMENDING FILE OF THE COUNCIL NO. 91, 2002 "AN ORDINANCE (AS AMENDED) PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES WITHIN THE CITY OF SCRANTON; ESTABLISHING HOURS OF OPERATION; PROVIDING FOR THE INSTALLATION OF METERS AND PARKING METER RATES; AUTHORIZING THE ENFORCEMENT OF PARKING ORDINANCES AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF BY AMENDING SECTION 3(A) TO REFLECT THE CHANGE IN HOURLY RATES" BY AMENDING SECTION 1 TO ADD A DEFINITION, SECTION 7 TO MODIFY THE USE, SECTION 14(a) AND (b) TO CHANGE THE TEMPORARY SUSPENSION, SECTION 15 (a) AND (b) TO ADDRESS CHANGES FOR PERMIT PARKING, AND TO ADD SECTION 21 ADOPTING THE MAP FOR ON-STREET PARKING, SECTION 22 TO ABOLISH TIME ZONE PARKING AND TO CREATE LOADING ZONES WITHIN THE DOWNTOWN.

WHEREAS, the City entered into the Scranton Metered Parking System Concession and Service Agreement on August 23, 2016, the "Concession Agreement" with the Community Development Properties, Scranton, Inc., "CDPSI or the Concessionaire," pursuant to which the Concessionaire acquired the facilities and the right to operate Scranton's Metered Parking System; and

WHEREAS, Article 4 of the Concession Agreement requires the Concessionaire to make the Capital Improvements to the Metered Parking System set forth both in Article 4 and in the Second Amendment to Concession and Lease Agreement adopted by File of the Council No. 23, 2018, and further, Article 4.2 of the Concession Agreement requires the City to provide the authorizations necessary to enable the Concessionaire to implement the installation of those Capital Improvements; and

WHEREAS, the City has determined that, in order to improve on-street parking, to promote the public welfare by administering, supervising and enforcing an efficient system of on-street parking regulations, and to provide sufficient resources to effectuate the foregoing, it is in the best interest of the City of Scranton to amend the File of the Council No. 91, 2002, as amended, to reflect the replacement of traditional coin parking meters with technologically advanced "Multi Space Pay Stations" (hereinafter MSPS), as well as to modify the process for obtaining a temporary suspension of on-street parking MSPS systems, provide for permit parking in certain MSPS areas, establishing a designated map for MSPS locations, and abolish Time Zone Parking Spaces while creating business Loading and Unloading Zones.

NOW, THEREFORE, BE ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON AS FOLLOWS:

SECTION 1. File of the Council No. 91, 2002, Section 1, as amended, is hereby amended to add the following definitions:

“Multi Space Pay Station” (MSPS) - Means a device used for on-street parking that will log the license plate of a parked vehicle and which can accept payment by credit card, cellular phone, and/or coins.

“Parking Space” – Means each individual eighteen (18) consecutive feet along the curb of a street where parking is permissible on a street where an MSPS is located.

SECTION 2. File of the Council No. 91, 2002, Section 7, Use of Meters – Deposit of Coin or Token, as amended, is hereby amended and replaced in its entirety to read:

When any vehicle shall be parked in any space on a street on which a Multi Space Pay Station is located, in accordance with the provisions of this article, the operator shall, upon entering the parking space, immediately register the vehicle at the nearest MSPS located on that side of the street by entering their license plate number and paying the required amount by either credit card or coin, or through their cell phone. Upon payment, the parking space may be lawfully occupied by such vehicle during the period of parking time which has been prescribed. Failure to pay or register the applicable license plate number shall constitute a violation of this article and shall subject such person to the penalty set forth in Section 17. In the event that an MSPS is out of order or malfunctioning, this does not preclude the vehicle from complying with the provisions of this Ordinance by utilizing the next closest MSPS and may result in the assessment of a penalty as described in Section 17. If such vehicle remains parked in any space beyond the parking time limit fixed for such parking space, such vehicle shall be considered as parked overtime and beyond the period of legal parking time. The parking of a vehicle overtime or beyond the period of legal parking time in any such part of a street where any such multi space pay station is located, disabled or removed for repair shall be a violation of this article and punishable as hereinafter set forth.

SECTION 3. File of the Council No. 91, 2002, Section 14, Temporary Suspension – Prescribing Other Regulations, as amended, is hereby amended and replaced in its entirety to read:

(a) The provisions of this article may be temporarily suspended by the City of Scranton, and it may prescribe temporarily such other rules and regulations as traffic conditions may require.

(b) A parking space located in an area subject to a multi space pay station may be temporarily suspended by the City, its lessors and/or agents for purposes of managing and controlling it's on street parking system, for the purpose of street construction, traffic conditions, public events, or public safety, at the sole discretion of the City. The City, its lessors and/or agents is authorized to issue a permit to any person, company, firm, or corporation for the temporary suspension of a Parking Space so that the vehicle of said person, company, firm, or corporation may be parked in said Parking Space. The fee for such permit shall be as outlined in the Concession Agreement.

SECTION 4. File of the Council No. 91, 2002, Section 15 (a) and (b), Exceptions, as amended is hereby amended and replaced in its entirety to read:

(a) Nothing in this article shall be construed as prohibiting the City from providing for free parking for loading and unloading purposes, for bus stops, for public safety concerns and other matters of a similar nature.

(b) Those individuals residing in residential complexes on the 300 block of Madison Avenue where meters presently exist and where Multi Space Pay Stations will be located may apply to the City for a Parking Permit. The resident must show proof of residency in the form of state issued photo identification. The resident shall also show proof of vehicle ownership by providing a valid Title or Registration. If a resident establishes proof of residency and vehicle ownership to the satisfaction of the City then a Parking Permit shall be issued. There will be a maximum of two (2) permits per rental unit allowed. The Parking Permit shall authorize the holder to park in any parking space located only on the block of the person's residence. The Permit shall be displayed on the Vehicle in a prominent place readily identifiable by enforcement personnel. The Permit Fee shall be for \$10 per month. Permits will expire on the last day of each calendar year, and shall require annual renewal. Permits may be revoked due to nonpayment.

SECTION 5. File of the Council No. 91, 2002, as amended, is hereby amended to add:

Section 21. The City hereby adopts designated areas in which multi space pay stations are permitted, as outlined in the map attached hereto as Exhibit "A."

SECTION 6. File of the Council No. 91, 2002, as amended, is hereby amended to add:

Section 22.

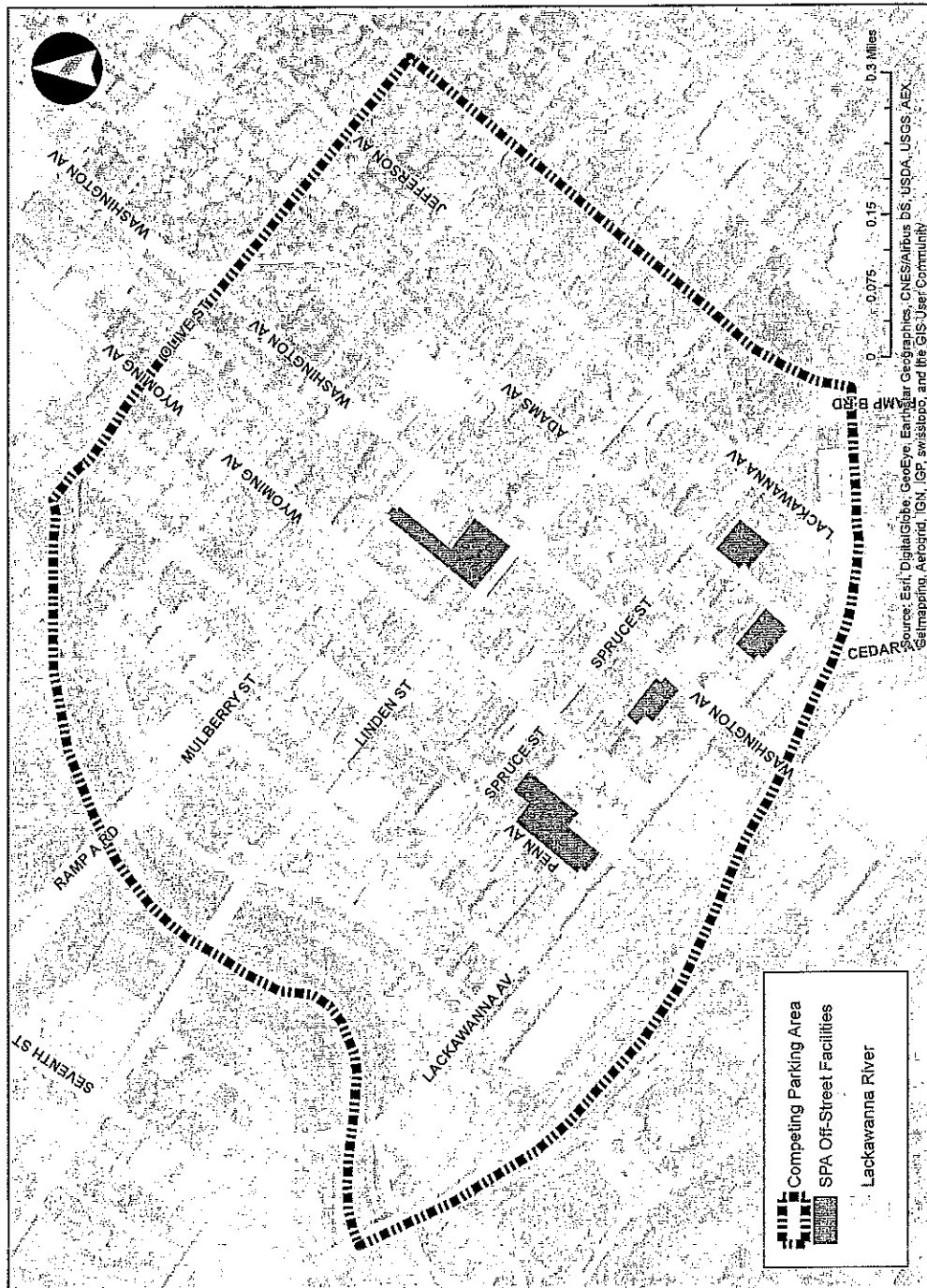
- (a) The City hereby abolishes, repeals, and no longer authorizes Time Zone or Patron Parking Spaces. Time Zone or Patron Parking Spaces, including inter alia, "15 Minute Only" and "30 Minute Only," as well as spaces designated for patrons of specific businesses. Any such signs shall be removed by the City, its lessors or agents for purposes of management of its on street parking system.
- (b) Designated Time Zone or Patron Parking Spaces shall be permissible for government and medical facilities, to include City Hall, Lackawanna County, and/or the Federal Government at the sole discretion of the City.
- (c) The unauthorized installation of such signs shall result in a fine equal to the amount of lost revenue from the date of installation until it is removed assessed against the person or entity responsible for installing such sign.
- (d) The City shall designate up to one (1) "Loading/Unloading Zone - 30 Minute Only Parking" per block at its sole discretion for use by businesses located thereon.

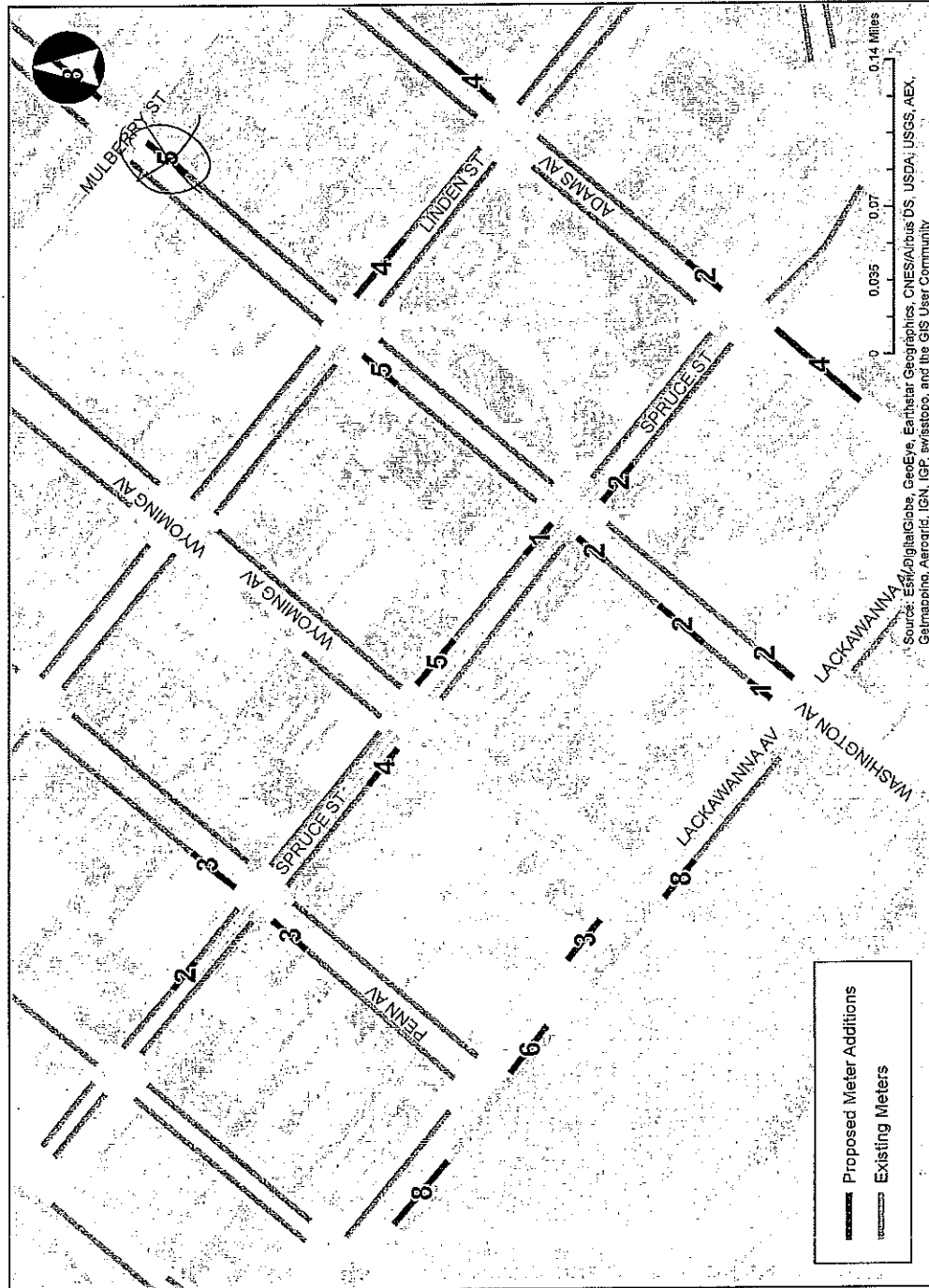
SECTION 7. In all other respects File of Council No. 91, 2002, as amended, and File of Council No. 41, 2016, shall remain in full force and effect.

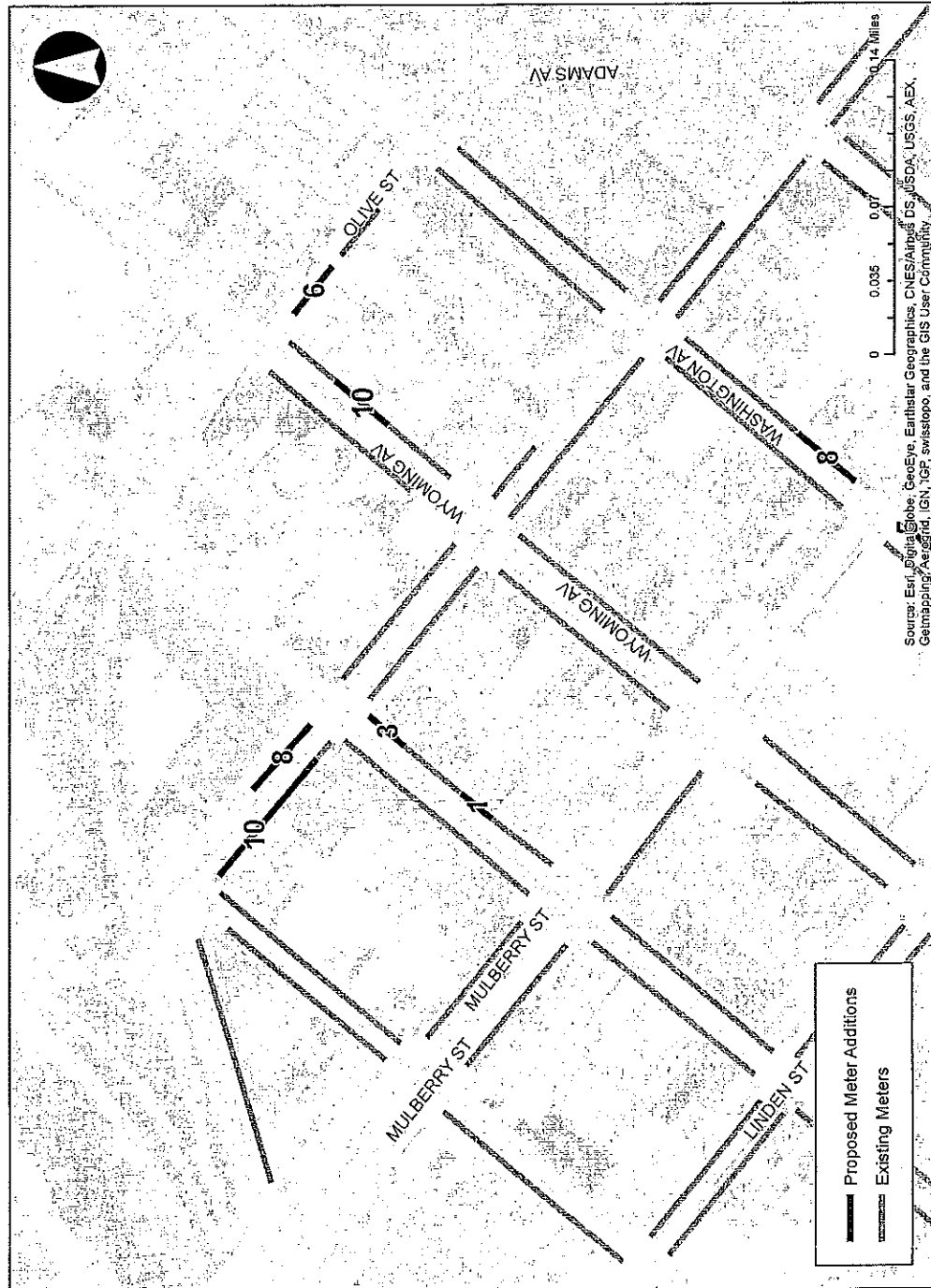
SECTION 8. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

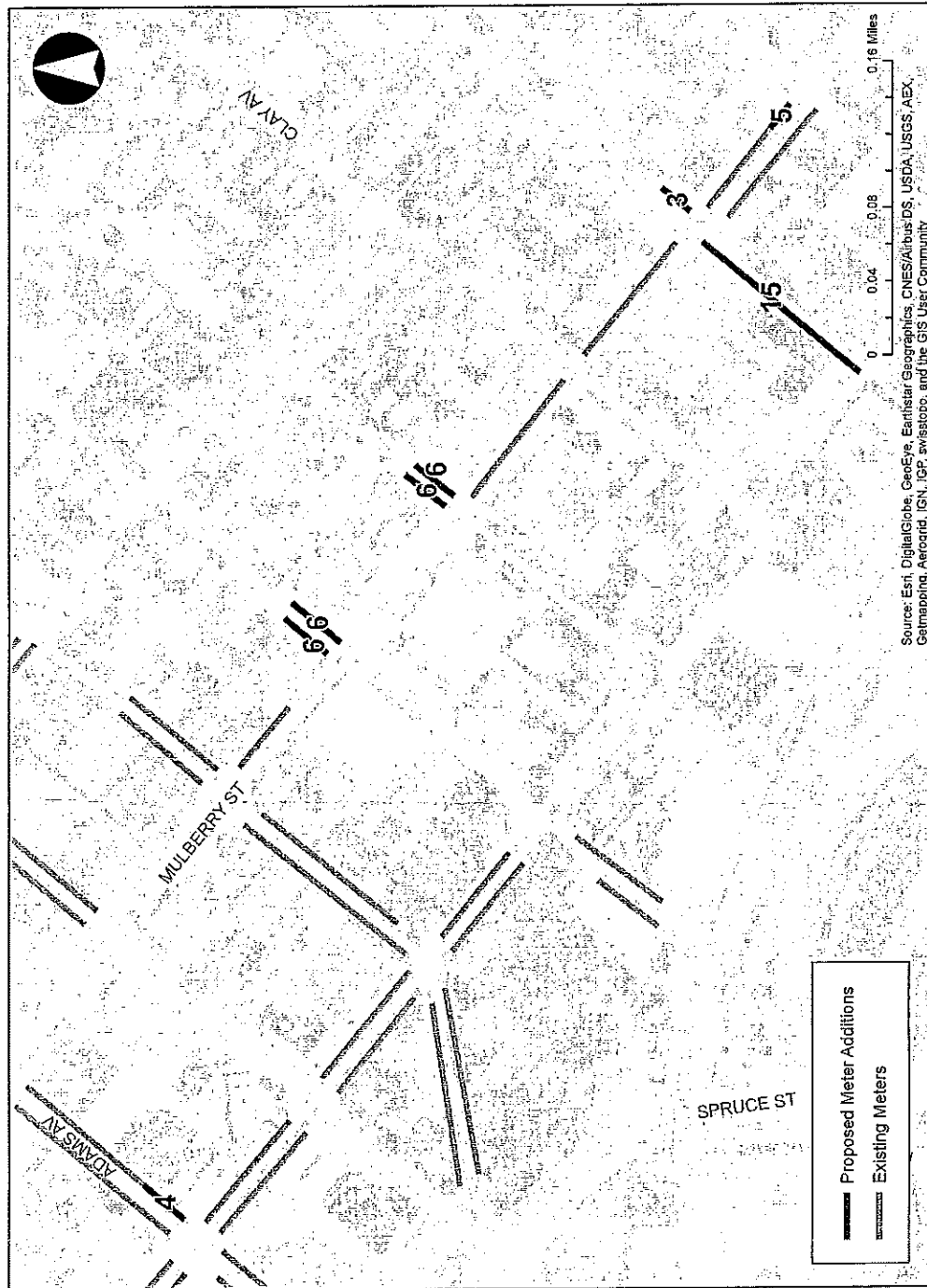
SECTION 9. This Ordinance shall become effective upon installation of the Multi Space Pay Stations.

SECTION 10. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.











DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 7, 2019

RECEIVED

JUN 10 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 41, 2016, AMENDING FILE OF THE COUNCIL NO. 91, 2002 "AN ORDINANCE (AS AMENDED) PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES WITHIN THE CITY OF SCRANTON; ESTABLISHING HOURS OF OPERATION; PROVIDING FOR THE INSTALLATION OF METERS AND PARKING METER RATES; AUTHORIZING THE ENFORCEMENT OF PARKING ORDINANCES AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF BY AMENDING SECTION 3(A) TO REFLECT THE CHANGE IN HOURLY RATES" BY AMENDING SECTION 1 TO ADD A DEFINITION, SECTION 7 TO MODIFY THE USE, SECTION 14(a) AND (b) TO CHANGE THE TEMPORARY SUSPENSION, SECTION 15 (a) AND (b) TO ADDRESS CHANGES FOR PERMIT PARKING, AND TO ADD SECTION 21 ADOPTING THE MAP FOR ON-STREET PARKING, SECTION 22 TO ABOLISH TIME ZONE PARKING AND TO CREATE LOADING ZONES WITHIN THE DOWNTOWN.

Respectfully,

Jessica Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO APPROVE DOWNTOWN RESIDENTIAL PARKING RATES FOR THE DOWNTOWN SCRANTON RESIDENT PARKING PROGRAM.

WHEREAS, the City of Scranton by File of the Council No. 23, 2018 (as Amended) Amending File of the Council No. 37, 2016 entered into a Second Amendment to the Concession and Lease Agreement with Community Development Properties, Scranton, Inc. with respect to Metered Parking in the City of Scranton and Garages owned by the Parking Authority of the City of Scranton pursuant to the Scranton Metered Parking System Concession and Services Agreement and Scranton Parking Facilities System Concession and Lease Agreement; and

WHEREAS, pursuant to the Second Amendment to the Concession and Lease Agreement, before an amount not to exceed \$1,804,000 is to be released for the proposed kiosk meter system, City Council as a body shall concur with a downtown residential monthly parking program; and

WHEREAS, Community Development Properties, Scranton, Inc. (CDPS) and ABM Parking Services (ABM), in partnership with the City of Scranton (City), the Scranton Parking authority (SPA), and Scranton Tomorrow (ST), is pleased to announce a new reduced rate monthly parking program that benefits current and future downtown residents; and

WHEREAS, the purpose of the program is twofold. First, to reward those that have chosen to make downtown their home, and by doing so, contributing to its growing vibrancy. Second, to encourage private real estate developers to undertake residential development by providing affordable, accessible and safe parking options for their tenants.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials of the City of Scranton approve the downtown residential parking rates for the Downtown Scranton Resident Parking Program, which shall provide:

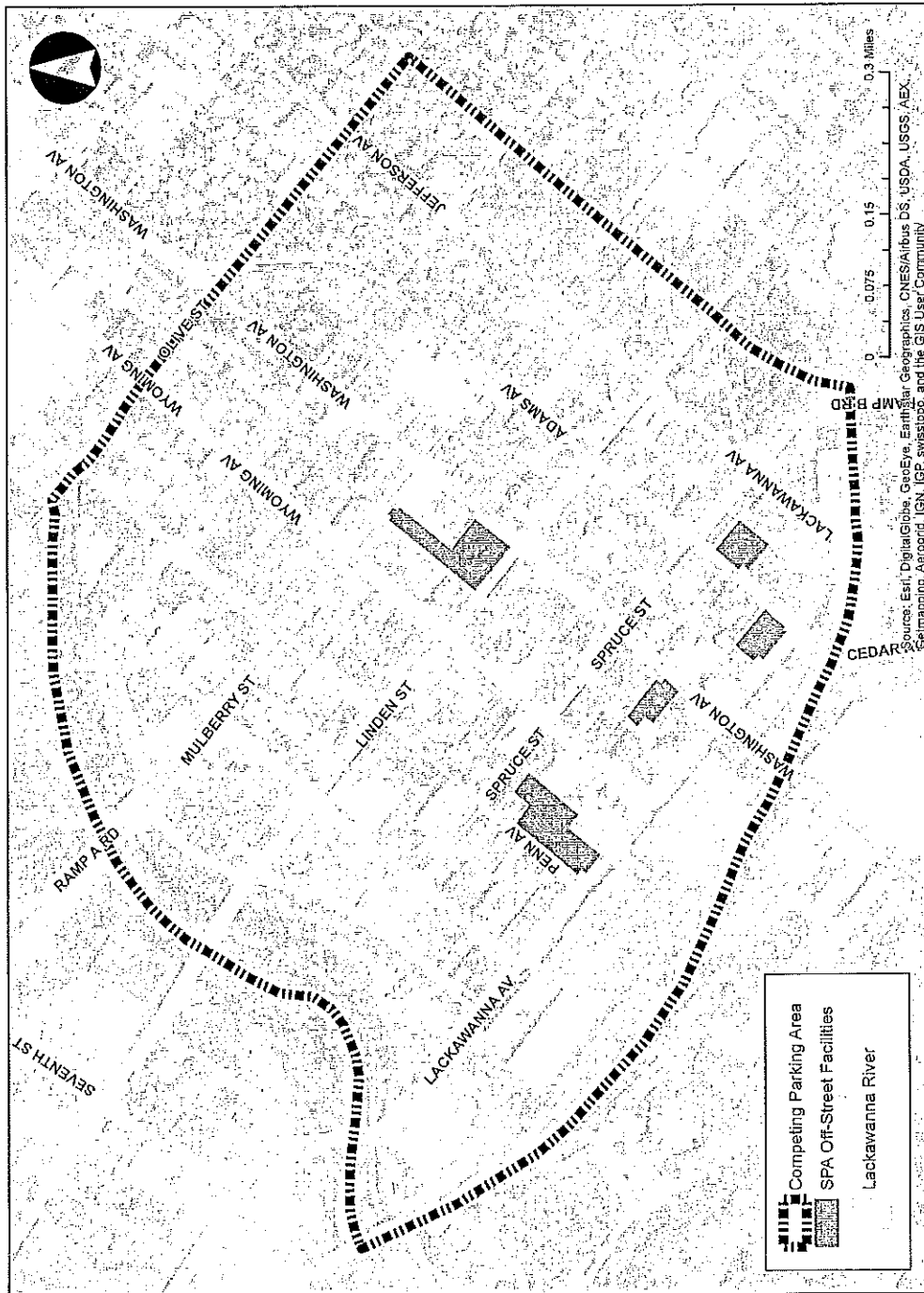
- Eligibility: To be eligible, a parker must reside in a residential unit within the boundaries of the attached map. Proof of residency shall be required.
- Parking is confined to the following garages only: Linden, Casey and Electric City and only in designated spaces located on the level immediately below the uncovered roof level of each of these garages.

- The cost of a monthly space is eighty percent 80% of the regular monthly parking rate. Choosing the downtown resident program does not preclude a parker from being able to switch at any time to the regular monthly parking rate or premium monthly rate programs.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

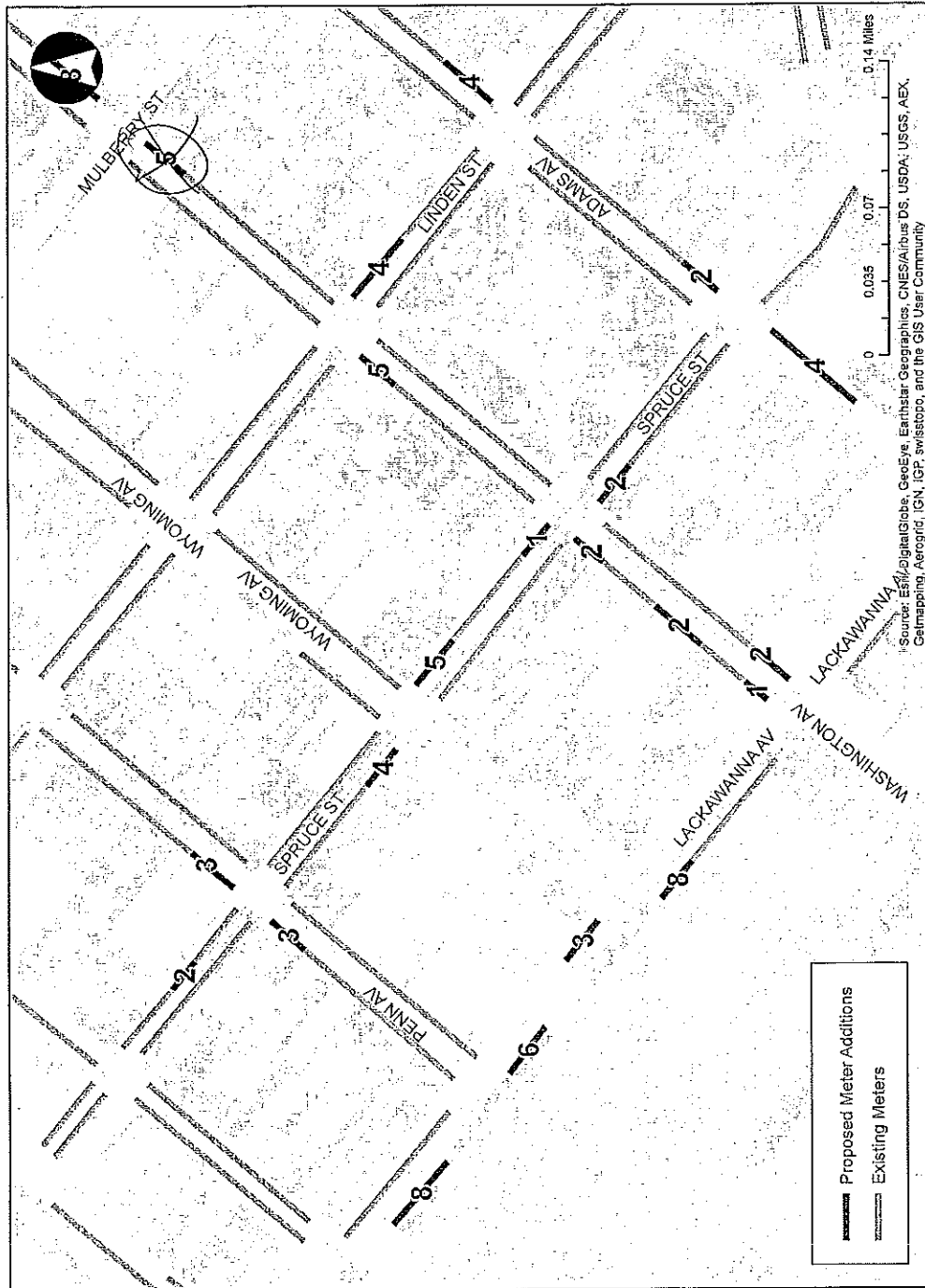
SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

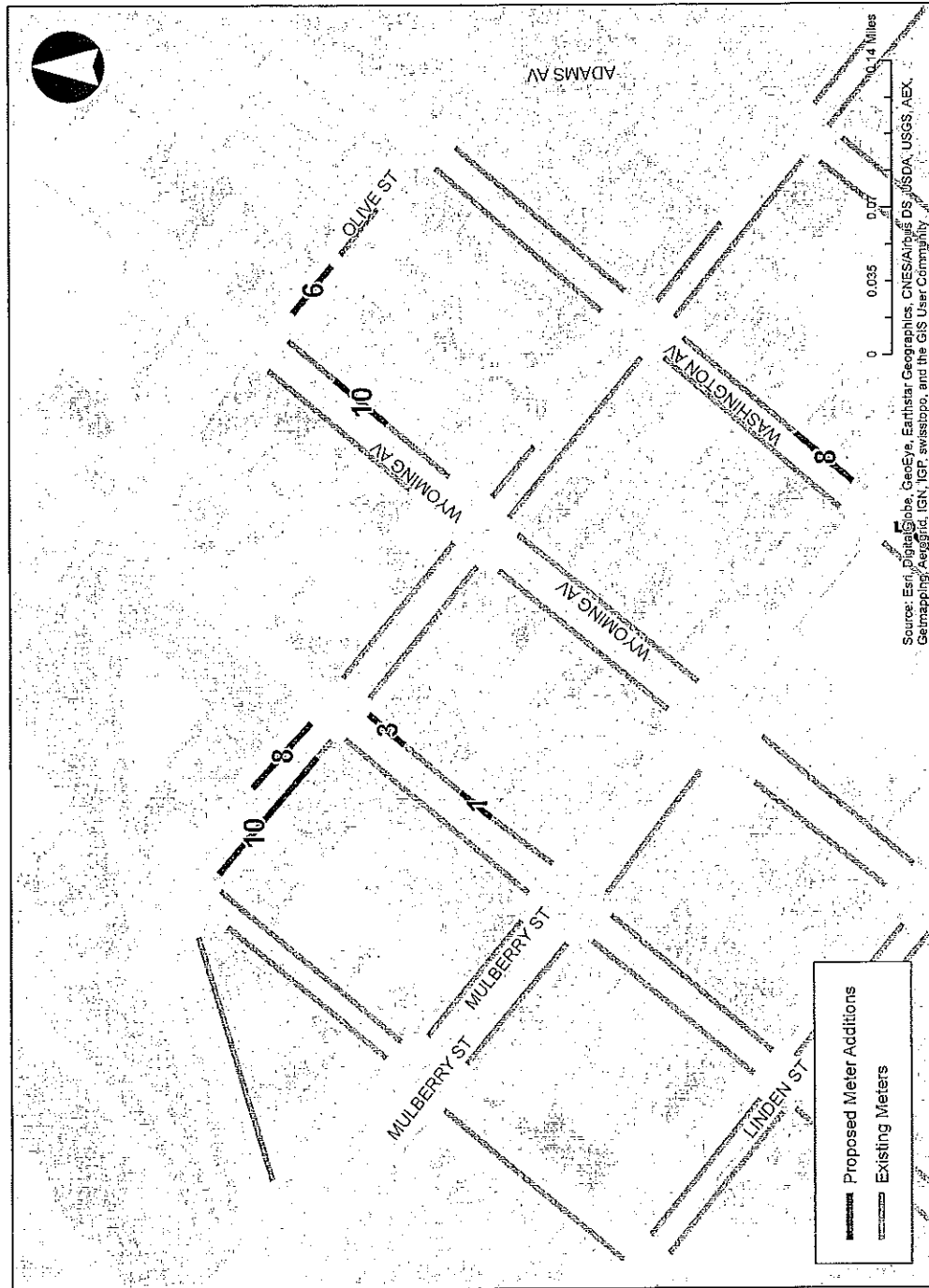


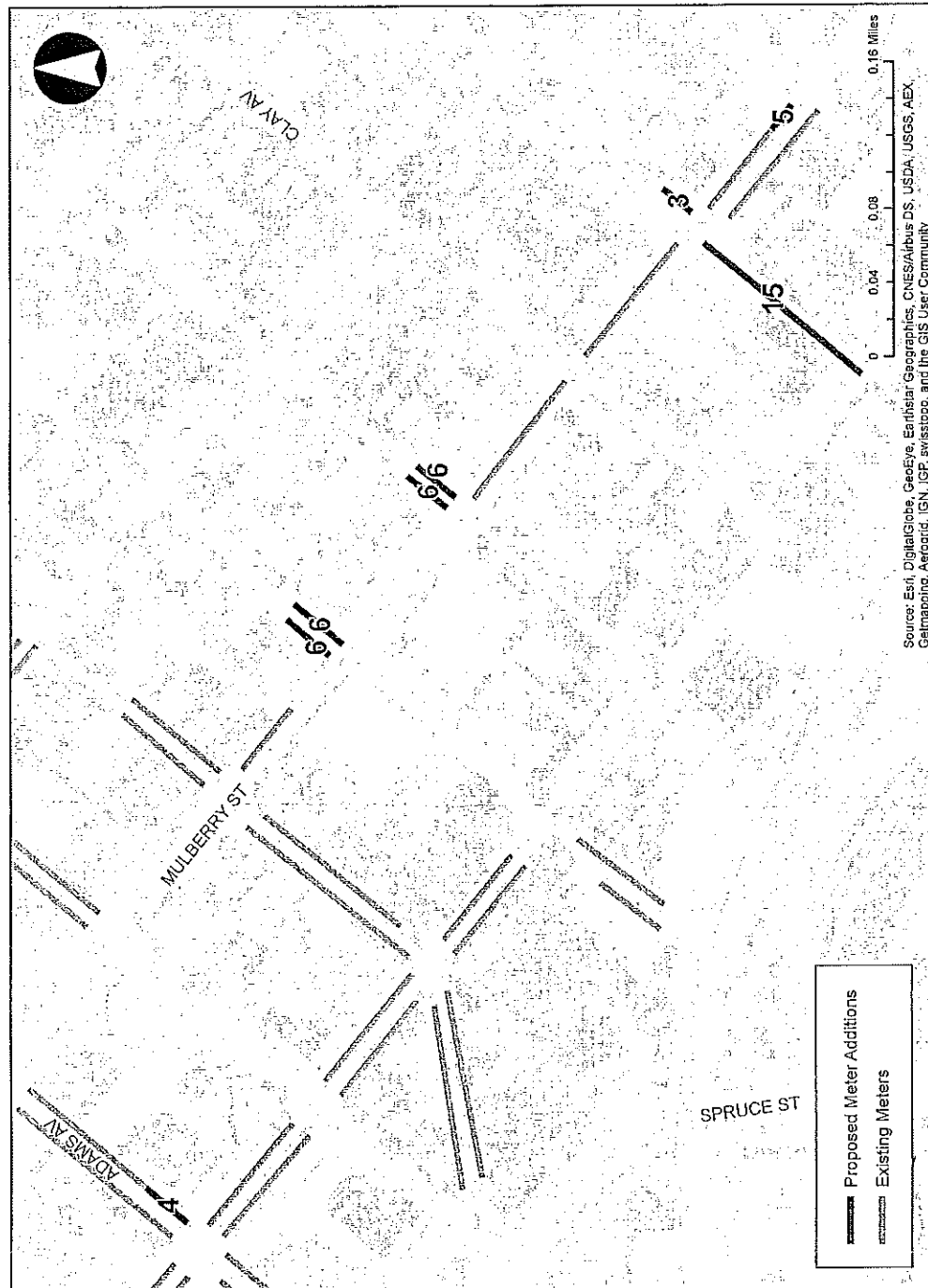
tabbles®

EXHIBIT

"A"









DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 7, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

JUN 10 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO
APPROVE DOWNTOWN RESIDENTIAL PARKING RATES FOR THE
DOWNTOWN SCRANTON RESIDENT PARKING PROGRAM.

Respectfully,

Jessica Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 47, 2013, ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014" BY AMENDING THE 2014 ACTION PLAN BY UTILIZING ONE HUNDRED AND TWENTY-SIX THOUSAND NINE HUNDRED AND TWO DOLLARS AND NINETY CENTS (\$126,902.90) UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) TO BUILD A TWO (2) UNIT RENTAL HOUSE FOR LOW INCOME FAMILIES IN THE CITY OF SCRANTON OR TO ACQUIRE AND REHAB TWO (2) VACANT HOUSES IN THE CITY OF SCRANTON FOR LOW INCOME FAMILIES BY AND THROUGH THE SCRANTON LACKAWANNA RESOURCES DEVELOPMENT CORPORATION A SUBSIDIARY OF THE SCRANTON LACKAWANNA HUMAN DEVELOPMENT AGENCY.

WHEREAS, the City of Scranton through the Office of Economic and Community Development requested funding in the amount of \$400,000.00 under the Home Investment Partnership Program in their 2014 Action Plan; and

WHEREAS, the City of Scranton received notice from the U.S. Department of Housing and Urban Development that a shortfall in the amount of \$126,902.90 (See Exhibit "A") for the Home Investment Partnership Program (HOME) exists from 2014 Action Plan; and

WHEREAS, the City needs to spend \$126,902.90 in order to avoid being penalized by the U.S. Department of Housing and Urban Development by receiving less funding in future and deobligation of the outstanding funds; and

WHEREAS, the City has created a project in order to fulfill the U.S. Department of Housing and Urban Development requirement to spend down the \$126,902.90 shortfall from the 2014 Action Plan; and

WHEREAS, there is a substantial need for low income housing in the City of Scranton; and

WHEREAS, the City plans to use the \$126,902.90 to build a two (2) unit rental house in the City of Scranton for low income families or to acquire and rehab two (2) vacant houses in the City of Scranton for low income families by and through the Scranton Lackawanna Resources

Development Corporation a subsidiary of the Scranton Lackawanna Human Development Agency (See "Exhibit B"); and

WHEREAS, since the total funding for the project exceeds by more than ten (10%) percent from the amount identified in the 2014 Action Plan, the City is required to do a Substantial Amendment to the 2014 Annual Action Plan (See "Exhibit C").

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 47, 2013 is hereby amended to amend the 2014 Action Plan by utilizing One Hundred Twenty-Sixy Thousand Nine Hundred and Two Dollars and Ninety Cents (\$126,902.90) from the Home Investment Partnership Program (HOME) to build a two (2) Unit Rental House for low income families in the City of Scranton or to acquire and rehab two (2) vacant houses in the City of Scranton for low income families by and through the Scranton Lackawanna Resources Development Corporation a subsidiary of the Scranton Lackawanna Human Development Agency.

SECTION 1. In all other respects File of the Council No. 47, 2013 shall remain in full force and effect.

SECTION 2. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decisions shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 3. This Ordinance shall become effective immediately upon approval.

SECTION 4. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Passed by the Council

Receiving the Affirmative votes of Council Persons

Negative _____

President

Approved _____

_____ Mayor

_____ City Clerk

Certified Copy



June 11, 2019

Via Hand Delivery

Jessica Eskra, Esquire
340 North Washington Avenue
4th Fl., Law Department
Scranton, PA 18503

**Re: Substantial Amendment
City of Scranton, OECD and Scranton Lackawanna Resources Development
Corporation , a subsidiary of the Scranton Lackawanna Human Development
Agency
Amending 2014 Action Plan**

Dear Attorney Eskra:

The City of Scranton, specifically OECD, is requesting a substantial amendment of the 2014 Action Plan so that a shortfall from 2014 HOME funding can be spent down before it is deobligated by HUD.

OECD is requesting that you review the attached Ordinance and submit it to City Council for approval. Additionally, since it is a Substantial Amendment, this Ordinance is required to be tabled for a period of thirty (30) days after a Public Hearing is set by City Council to allow for public comment after the second (2nd) reading.

Please do not hesitate to contact me if you should need additional information.

Sincerely,

Mary-Pat Ward
Executive Director

/mpw

“Exhibit A”



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
Philadelphia Regional Office
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3380

APR 29 2019

Ms. Mary-Pat Ward
Executive Director
Office of Economic and
Community Development
Municipal Building
340 N. Washington Avenue
Scranton, PA 18503

Dear Ms. Ward:

RE: HOME Deadline Compliance Status Report

The Department of Housing and Urban Development's (HUD) records indicate that the City of Scranton, Pennsylvania is in danger of missing its 2019 expenditure requirement deadline, which occurs on July 31, 2019. Funds not expended by the deadline will be deobligated.

The HOME Investment Partnership Program regulation requires a HOME participating jurisdiction (PJ) to expend its annual allocation of HOME funds within 5 years of receiving its HOME grant. Compliance with this requirement is based on a review of the PJ's allocations and expenditures, as reported in the Integrated Disbursement and Information System (IDIS) at the time of its deadline.

The attached HOME Deadline Compliance Status Report(s) identifies the expenditure requirement amount for the City's July 31, 2019 deadline; the total amount expended as reported in IDIS through the date of the report; and a \$126,902.90 expenditure requirement shortfall. This information is updated monthly on the HOME website at:

www.hudexchange.info/manage-a-program/home-deadline-compliance-status-reports/ and
www.hudexchange.info/programs/home/home-deadline-compliance-status-reports-grant-specific/.

HUD is providing this warning notice to the City of Scranton so that it may expend HOME funds before its upcoming deadline and enter those expenditures in IDIS to meet its deadline requirement.

If you have any questions or require assistance, please contact Fatina Ming, Sr, Community Planning & Development Representative at (215) 861-7662, or via email at fatina.ming@hud.gov. This Office may also be reached by text telephone (TTY), at (800) 877-8339.

Sincerely,



for Nadab O. Bynum, Director
Office of Community Planning
and Development

Enclosure

HOME Cumulative Deadline Compliance Status Report
Requirement Years: 2014 Disbursements
As of 3/31/2019
(sorted alphabetically by PJ)

<u>PJ</u>	<u>±</u>	<u>Deadline Date</u>	<u>Original Allocation</u>	<u>Adjustments⁺⁺</u>	<u>Requirement Amount</u>	<u>Total C.R.orD⁺ through Deadline</u>	<u>%</u>	<u>Shortfall</u>	<u>Current Status</u>
Santa Cruz									
CA	D	7/31/2019	\$8,998,991.00	\$38,262.00	\$8,960,729.00	\$8,896,815.15	99.29	\$63,913.85	
Santa Monica									
CA	D	6/30/2019	\$16,584,629.00	\$2,546,658.70	\$14,037,970.30	\$14,208,916.95	100.00	\$0.00	
Santa Rosa									
CA	D	7/31/2019	\$16,154,123.00	\$99,300.30	\$16,054,822.70	\$16,054,822.70	100.00	\$0.00	
Sarasota Consortium									
FL	D	10/31/2019	\$19,141,379.00	\$0.00	\$19,141,379.00	\$18,848,284.46	98.47	\$293,094.54	
Savannah									
GA	D	5/31/2019	\$27,145,480.00	\$0.00	\$27,145,480.00	\$27,145,480.00	100.00	\$0.00	OAHF four month notice - 2/25/2019
Schenectady Consortium NY									
NY	D	9/30/2019	\$31,772,988.00	\$7,240.05	\$31,765,747.95	\$31,679,036.16	99.73	\$86,711.79	
Scranton									
PA	D	7/31/2019	\$14,669,174.00	\$11,076.05	\$14,658,097.95	\$14,531,195.05	99.13	\$126,902.90	
Seattle									
WA	D	8/31/2019	\$88,654,816.00	\$1,360,035.00	\$87,294,781.00	\$87,294,781.00	100.00	\$0.00	
Seminole County									
FL	D	10/31/2019	\$11,952,271.00	\$0.00	\$11,952,271.00	\$11,643,732.23	97.42	\$308,538.77	
Shelby County									
TN	D	7/31/2019	\$8,417,125.00	\$0.95	\$8,417,124.05	\$8,382,958.31	99.59	\$34,165.74	

⁺ D: Disbursements

⁺⁺Adjustments could include CHDO reallocations, grant reductions, deobligations, recapture of expired funds, or waivers of deadline requirements due to Presidentially-declared disasters.

Source: Data entered by HOME Participating Jurisdictions into HUD's Integrated Disbursement and Information System (IDIS)

Wednesday, April 17, 2019

Page 54 of 66

“Exhibit B”

Home Funds Narrative Summary

Scranton Lackawanna Resources Development Corporation (SLRDC) is a non-profit agency affiliated with Scranton Lackawanna Human Development Agency whose mission is to develop affordable low to moderate income housing for families in Lackawanna County. SLRDC is currently developing two properties in the City of Scranton that will be available to first time home buyers, veterans and families of lower incomes. The Board of Directors of SLRDC is currently looking at two options for this grant. One option: develop one (1) additional two unit property in the City of Scranton in 2020 in partnership with the city's CHDO Home Program, SLRDC and Johnson College. Second Option: rehabilitate a house in the City of Scranton to be put back on the market for sale at \$135,000 for eligible low income families.

The 2017 & 2018 Home Funds grant would be used for either of these options, depending on the amount funded. Option One: construct one new two unit low income rental house at 2428 North Main Street (see attached drawing) on vacant lot purchased through Landbank. The two unit rental property will consist of a three bedroom one bath, and a two bedroom one bath unit. Option Two: SLRDC would purchase a property in need of renovation and put a three to four bedroom house on the market for \$135,000 to qualified low income owners.

The new construction in Option One would be built on a vacant lot that is currently not taxable in the City of Scranton that was purchased through Lackawanna County's Landbank. The Project is expected to cost \$200,000, of which SLRDC would use \$60,000 in private funding to complete the project. SLRDC would use \$60,000 of private funding to match \$143,000 of CHDO Home Funding in order to build a two unit energy efficient rent controlled house.

The second option would involve renovating a current three bedroom City of Scranton house into a decent energy efficient house to be made available for sale, lease purchase, or rental to persons in need of housing or eligible households, which are temporary displaced due to poor housing conditions. A project is expected to cost \$100,000 to \$140,000 depending on condition of house purchased. SLRDC would use private funding to make up the difference of CHDO funding.

SLRDC would use the CHDO funding to make affordable housing available to qualified low income individuals by matching private funding sources with CHDO funding to achieve the mission of creating decent affordable housing in the City of Scranton. This funding would either enable affordable rental units to become available or a three bedroom house to be renovated and listed for \$135,000. Preference would be given to first time home buyers and veterans meeting the income guidelines of low income families as defined by 24 CFR Part 92.

The City of Scranton has an older housing stock with a lack of decent, affordable three to four bedroom properties for low to moderate income residents. Lackawanna County Office of Youth and Family Services estimate that there is a need to provide new construction or newly rehabbed housing for 1,400 low income families in Lackawanna County. SLRDC is trying to fill a void in

this market, by building or rehabbing affordable three to four bedroom housing for low income families.

SLRDC's mission is to help fill the void in providing attractive two - four bedroom housing to low to moderate income families. SLRDC is looking to partner with the City of Scranton on one property in order to make available affordable, new construction or newly rehabbed property in the City for low income families. The target price for one of SLRDC's properties will range from \$ 100,000 to \$135,000 for resale, depending on the condition of the property. The other option would be to provide nice housing for low income families at below fair market rent per HUD guidelines.

- (I) **Need for Project:** It is estimated by Lackawanna County's Office of Youth and Family Services that there is a need of 1,400 families in Lackawanna County for decent affordable three to four bedroom housing for low to moderate income families. The greatest need being in the City of Scranton. The City of Scranton has about 24% of its population living at or below poverty level according to the 2016 U.S. Census and the median price of a house listed for sale in the City, according to Zillow in March 2019, is \$91,393. Most homes listed at or below this median price are in need of substantial amounts of work that would put these homes over the \$135,000 selling price that SLRDC would be listing the properties for.

City of Scranton's CHDO Home Program Funding is needed to help fully renovate or build a two unit below market rental in the City, while being able to make it affordable for a family of 4-8 to afford. From SLRDC's experience in this low income affordable housing endeavor, the average cost to build is over \$120 per sq. foot, and \$65-\$80 per sq. foot to renovate a three to four bedroom house. The task of making available low to moderate income housing for a family of at least four is very difficult for under \$135,000. SLRDC is partnering with local business, SLHDA, Commonwealth of PA, volunteer labor and other private funding sources to match the CHDO Home Program Funding grant request.

- (II) **Current Status:** SLRDC owns a six unit rental property for low income individuals in Old Forge, PA and is currently remodeling one four bedroom home in Scranton to be listed for sale. In addition, SLRDC is in the process of building a two unit rental house in the West Side of Scranton. The four bedroom home will be sold for a price not to exceed \$135,000 to first time home buyers, veterans, and low income families, enabling the properties to be put back on the tax rolls. The rental unit will be built using private funds, Commonwealth of Pennsylvania, Lackawanna County and other grant funding sources to enable new housing to be built, while enabling rents to be at or below fair market rates. The Board of SLRDC is planning on building or renovating two properties in 2019, including the property in West Scranton. The goal

of SLRDC is to build or renovate two to three homes a year in Lackawanna County after 2020 for low to moderate income families with a price not to exceed \$135,000 per year or to be in the acceptable rent standards for low income housing. This initiative, we believe, will help break the cycle of poverty for low income families and will assist in bolstering family continuity, health and wellness and employability. And, it aids the City in returning properties to current tax rolls and assists in curing blighted, undeveloped or abandoned parcels, thus increasing property values for homeowners in the City of Scranton.

- (III) **Project Design:** SLRDC will build one two unit low income rental property on a vacant tax exempt lot in North Scranton. This project will aid in making improvements to a vacant abandoned lot on a busy main street. (see attached drawing)
OR

SLRDC will acquire and renovate one existing house in the City of Scranton. This house would be fully renovated and incorporate energy efficient standards with a price not to exceed \$135,000. The property is not yet identified.

- (IV) **CHDO Stability:** SLRDC's Director will be the point person and in charge of ensuring the funding is in compliance with CHDO Home Program regulations. SLRDC is comprised of a volunteer Board of Directors which meets quarterly and is kept apprised of the process by the Director and Executive Director to ensure compliance with SLRDC's mission. The Board must approve all grants and projects to be undertaken by SLRDC's Director.

SLRDC Director is Jim Wansacz whose time will be invoiced for 200 hours at \$32.03 (which includes salary and benefits) totaling \$6,406.00 to be charged to Home Funds. The Director will be the main person responsible for bidding, designing, project management, keeping the funding sources informed of the progress and seeing the projects to fruition.

SLRDC is targeting the North Scranton and Hill neighborhoods of Scranton. These areas consist of some of the older mining stock houses that are in need of rehabilitation services.

- (V) **Experience:** SLRDC is a non-profit affiliated with SLHDA which has been in the business for over 50 years serving low income families. SLRDC's Director also manages a \$1.6 million dollar weatherization budget for SLHDA and oversees the sub-contractors used for deferral issues in households located in Lackawanna County. The Executive Director has over 40 years' experience servicing low income families and is responsible for an \$18 (M) budget. In addition to these two individuals,

SLRDC & SLHDA have a trained and experience staff in verifying income standards, purchasing, and preparing financial statements. Resumes Attached

SLRDC is in the process of listing two City of Scranton properties for sale in April of 2019 and has developed a six unit property in Old Forge, PA for low to moderate income families. In addition to services listed above, SLRDC and SLHDA are currently working with the City of Scranton Office and Economic and Community Development Office to fix deferral issues on qualified single family households in the City. Once, the deferral issues are satisfied, SLHDA's Weatherization Department will perform weatherization services to qualified homes.

- (VI) **Evaluation:** SLRDC's Director will be responsible for submitting periodic reports and producing the final report to the City. Obstacles are common in construction and rehabbing services. Each property will be insured in case of damage, and each sub-contractor will be required to carry insurance. In the case of unforeseen obstacles, a contingency plan will be built into each project of 10% of the total cost of each project. SLRDC will follow the bidding requirements of three verbal bids on projects costing less than \$10,000, and three written bids on projects over \$10,000 (Purchasing Policy attached). An RFQ has been advertised and accepted of interested licensed general contractors in the City of Scranton to do work on low income housing. All obstacles will be shared with the Board of SLRDC and a plan will be devised by the board, contractors, and staff to keep the project on track of its intended purpose. The Board of Directors, the Executive Director and Controller of SLHDA will also be members of the management team that oversees the projects to ensure that all requirements are being met. SLRDC will request funds upon entering into a signed contract with a sub-contractor, once the matching funds have been appropriated, first. The CHDO Home Funds grant will be used to complete the project. A funding balance and progress report will be reviewed quarterly with the City, and Board of SLRDC. A monthly review of finances and program progress will be conducted among the Director, Executive Director, Controller and Board of Directors for SLHDA.
- (VII) **Leveraging Funds:** SLRDC will use the CHDO Home Funds to raise private funding and apply for matching grants. Currently SLRDC has a \$90,000 Private Line of Credit available, income from rental units in Old Forge and money will be available from the sale of 965 Wheeler Avenue, Scranton. Please see attached latest form 990 and audit financials.

“Exhibit C”

introduced in Council on above date and
referred to Committee on COMMUNITY DEVELOPMENT
September 12, 2013

Scranton, PA, October 24, 2013
Signature on Community Development Topics Strictly on BC
this ordinance
Chairman

SIXTH ORDER:
September 19, 2013

TABLED

Tabled after voted on
in 6th Order September 19th 2013

TABLED

FILE OF COUNCIL NO. 47
2013 2013 OCT 28 AM 8 26

AN ORDINANCE
(AS AMENDED)

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014.

WHEREAS, the planning and application aspects included in the consolidated submission for Community Planning and Development Programs are authorized by the Federal Comprehensive Housing Affordability Strategy (CHAS): title 1 of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. 12702-12711; the Community Development Block Grants (CDBG): Title 1 of the Housing and Community Development Act of 1974, 42 U.S.C. 5304-5320; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH") reauthorized and modified the the McKinney-Vento Homeless Assistance Act of 1987 that includes the Emergency Solutions Grants (ESG); and the HOME Investment Partnerships (HOME): Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. 12741-12839; and the Housing Opportunities for Persons with AIDS (HOPWA): the AIDS Housing Opportunity Act, 42 U.S.C. 12901-12912.

WHEREAS, the City of Scranton shall be entitled to such funds for the year beginning on January 01, 2014 pending approval of its application; and

WHEREAS, the various federal statutes referenced above required public hearings to be held to ascertain the views and comments of the citizens of City of Scranton, and whereas such hearings have been duly convened; and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate Officials of the City of Scranton authorize to take all necessary action in order to implement the consolidated submission for Community Planning and Development Program to be funded Under the Community Development Block Grant (CDBG)

MAILED COPY
Scranton City Clerk

Program, Home Investment Partnership (HOME) Program and the Emergency Solutions Grant (ESG) Program.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decisions shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Passed by the Council

October 24, 2014

Receiving the Affirmative votes of Council Persons

McGoff, Rogan, Joyce

Negative NONE Absent-Evans and Loscombe

John Joyce Acting President

Approved 10-25-13

[Signature] Mayor

[Signature] City Clerk
Certified Copy

I make a motion to amend item 7-B as per the following:

CDBG Changes:

(19) CDBG Administration \$420,000 (17.5%) (-\$60,000)

(21) EOTC Sidewalks/Lighting \$15,000 (+\$15,000)

(30) Pinebrook neighborhood pool \$45,000 (+\$45,000)

CDBG Public Service Changes:

(7) UNC Project Summer Hope Camp \$27,000 (-\$12,000)

(17) Northeast Suicide Prevention \$11,000 (+\$2,000)

(29) Dress for Success \$10,000 (+10,000)

*Note The numbers on the left of each project correspond to Linda Aebli's worksheet.

**2014 Applications Received
Community Development Block Grant (CDBG)**

A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Applicant Name	Address	Contact Person	Project Name	Project Description	National Designation	Metric Code	Applicant's Proposed Amt	OECD Score	City/OECD Proposed Amt To Council	Public Serv Final Amt To Council	Legislation Passed Council	Public Serv Passed Council
2	City of Scranton Department of Licensing, Inspection and Permits	340 No. Washington Ave. Scranton, PA 18503	Mark Solzberger, Director/BCCO	Demolition of Hazardous Structures	Demolition and Disposal of Eighteen Properties Throughout The City of Scranton	SSS	4	\$300,000.00	81%	\$220,000.00			
3	City of Scranton OECD	340 No. Washington Ave. Scranton, PA 18503	Tom Proxmire Deputy Director	Economic Development Activities	To benefit low/moderate income persons through job creation within 5% of the population who are held by low/moderate income.	LML	18A	\$250,000.00	80%	\$50,000.00			
4	United Neighborhood Centers of NEPA	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	SCOLA Adult Literacy Program	To provide adult literacy and English as a second language classes to residents of the City of Scranton.	LWC	5	\$20,000.00	95%	\$0.00			
5	United Neighborhood Centers of NEPA	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	Project Hope Summer Camp	To serve over 500 low-income children from the City of Scranton, ages 5-12, for five weeks through a summer camp providing education, recreation & nutritional needs.	LWC	05D	\$80,000.00	95%	\$38,000.00			
6	United Neighborhood Centers of NEPA	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	Permanent Supportive Housing Program	Provide chronically homeless individuals with case management & assist them with furnished apartments in Scranton.	LWC	5	\$10,000.00	95%	\$0.00			
7	United Neighborhood Centers of NEPA	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	BelleVue Youth Program	To continue to operate an evening after-school teen program at the Bellevue Community Center.	LWC	05D	\$15,000.00	95%	\$10,000.00			
8	United Neighborhood Centers of NEPA	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	Condemnation Assistance Program	Provide on-call case management 24/7 365 days per year to persons displaced through the City of Scranton's Code Enforcement.	LWC	05Q	\$150,000.00	95%	\$80,000.00			
9	Lackawanna Neighbors, Inc.	870 Adams Ave. Scranton, PA 18510	Judy Baden, Director of Development	City-Wide Holdings Acquisition & Rehabilitation Project	Acquisition, lead abatement & rehabilitation of six blighted, vacant homes in Scranton neighborhoods experiencing blight.	LWH	14A	\$500,000.00	83%	\$125,000.00			
10	Plat Neighborhood Association	NA	Joseph Murphy, Co-President	Grace Street Playground Improvements	To make improvements to a public facility for increased handicapped accessibility and safety.	LMA	03F	\$25,000.00	85%	\$25,000.00			
11	City of Scranton, OECD	340 No Washington Ave. Scranton, PA 18503	Tom Proxmire Deputy Director	Re-Construction to the Canopus & Marden Street Parking Lot	The Administration and coordination for the re-constitution of a public parking lot Street Improvements that will provide for ADA compliance and accessibility.	LMA	03G	\$70,000.00	88%	\$70,000.00			

2014 Applications Received
Community Development Block Grant (CDBG)

A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	National Objective	Matrix Code	Applicant's Proposed Amt.	CDBG Score	City/CECD Proposed Amt. To Council	Public Serv. Final Amt. To Council	Legislation Passed Council	Public Serv. Passed Council
Deuster Institute	8/7/2013	615 Jefferson Avenue Suite 201 Scranton, PA 18510	Karen Ball, Executive Director	Inclusion activities at City sponsored recreation for persons w/ disabilities & elderly.	Development of Community Support & accessibility to services that promote inclusion and employment for persons w/ disabilities & the elderly in the City of Scranton.	LMC	05B	\$40,000.00	70%		\$20,000.00		
City of Scranton O.E.C.D.	8/8/2013	540 No. Washington Ave. Scranton, PA 18503	Mary Marcon, Director of Finance & Compliance	Section 108 Loan Payment Scranton Hotel (Hilton)	Payment of 2015 Section 108 Loan	NA	19G	\$21,500.00	NA	\$21,500.00			
City of Scranton O.E.C.D.	8/8/2013	340 No. Washington Ave. Scranton, PA 18503	Mary Marcon, Director of Finance & Compliance	Section 108 Loan Payment Steamtown Mall Partners	Payment of 2015 Section 108 Loan	NA	19G	\$270,000.00	NA	\$270,000.00			
Northeast Suicide Prevention Initiative	8/8/2013	148 South Koyar Avenue Scranton, PA 18517	Kathy Wallace, President	Children's Gift Support Program, 2014	To cover the cost of a five-week program to provide support to low & moderate-income children who are residents of the City of Scranton who have lost a loved one through suicide, for Public Services	LMC	05O	\$11,000.00	88%		\$8,000.00		
City of Scranton Dept. of Public Works	8/7/2013	Poplar Street Scranton, PA 18508	Mark Dougherty, Director of Public Works	West Lackawanna Bridge Upgrades	New sidewalks on either side of the bridge, new curbing and new decorative safety lighting.	LMA	3	\$200,000.00	90%	\$200,000.00			
City of Scranton O.E.C.D.	8/8/2013	340 No. Washington Ave. Scranton, PA 18503	Mary Marcon, Director of Finance & Compliance	CDBG Administration	CECD must use 20% of the allocations for Admin.	NA	21A	\$480,000.00	NA	\$480,000.00			
City of Scranton Police Department	8/7/2013	100 So. Washington Avenue Scranton, PA 18503	Carl Graciano, Chief of Police	Neighborhood Police Patrol	Hiring of five full-time Community Development Officers to service low to moderate income neighborhoods.	LMA	08I	\$309,404.10	91%		\$150,000.00		
EOTC-Employment Opportunity & Training Center of NEPA	8/8/2013	409 Black North 7th Ave.	Sharon McCrone, Executive Director	Sidewalk/Lighting	Replace sidewalk and add outdoor lighting in front of its property.	LMA	03L	\$52,460.00	55%	\$0.00			
EOTC-Employment Opportunity & Training Center of NEPA	8/8/2013	409 Black North 7th Ave.	Sharon McCrone, Executive Director	Adult Workplace Literacy	EOTC will provide a Workplace Literacy Program for hard-to-reach low/moderate-income residents at high risk for poverty and homelessness.	LMC	5	\$95,000.00	95%		\$15,000.00		

I make a motion to amend item 7-8 as per the following:

CDBG Changes:

(19) CDBG Administration \$420,000 (17.5%) (-\$60,000)

(21) EOTC Sidewalks/Lighting \$15,000 (+\$15,000)

(30) Pinebrook neighborhood pool \$45,000 (+\$45,000)

CDBG Public Service Changes:

(7) UNC Project Summer Hope Camp \$27,000 (-\$12,000)

(17) Northeast Suicide Prevention \$11,000 (+\$2,000)

(29) Dress for Success \$10,000 (+10,000)

*Note The numbers on the left of each project correspond to Linda Aebl's worksheet.

**2014 Applications Received
Community Development Block Grant (CDBG)**

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	National Objective	Blotrix Code	Applicant's Proposed Amt	CECD Score	City/CECD Proposed Amt To Council	Public Serv Final Amt To Council	Legislation Passed Council	Public Serv Passed Council
1													
2													
3	Women's Resource Center	8/8/2013	P.O. Box 875 Scranton, PA 18501	Margaret Ruddy, Executive Director	Safety and Security Upgrades at WRC	LWC	3	\$25,832.00	72%	\$0.00			
23	Catharine McAuley Center	8/8/2013	430 Pilgrim Avenue Scranton, PA 18505	Sr. Theresa Marquis, Executive Director	Permanent Supportive Housing Program	LWC	05B	\$10,000.00	95%	\$7,000.00			
24													
25	Saint Joseph's Center	8/9/2013	1213 Prospect Ave. Scranton, PA 18505	Sr. Mary Alice Jacquinot, President & CEO	Support services to 8 homeless families to prepare them to move into permanent housing and live independently.	LWC	5	\$5,000.00	95%	\$5,000.00			
26	Boys & Girls Clubs of NEPA	8/9/2013	608 Ash Street Scranton, PA 18510	Trida Di Biasi Thomson, Executive Director	First Floor Interior Renovation Project	LMA	3	\$180,255.00	74%	\$180,000.00			
27	Boys & Girls Clubs of NEPA	8/9/2013	608 Ash Street Scranton, PA 18510	Trida Di Biasi Thomson, Executive Director	Energy Efficient Window Replacement	LMA	3	\$191,127.00	74%	\$0.00			
28	Boys & Girls Clubs of NEPA	8/9/2013	608 Ash Street Scranton, PA 18510	Trida Di Biasi Thomson, Executive Director	Park II Program	LWC	05D	\$52,281.00	90%	\$20,000.00			
29	Dress for Success Lackawanna	8/9/2013	451 No. 7th Avenue Suite 5 Scranton, PA 18503	Mary Ann Ianni, Executive Director	Tails for Success	LWC	05H	\$25,725.00	95%	\$0.00			
30	Phetbrook Neighborhood Association - City of Scranton	8/9/2013		June Elden, Vice President	Penn Ridge Swimming Complex	LMA	3	\$185,000.00	88%	\$0.00			
31	City of Scranton D.P.W.	8/9/2013	345 No. Washington Ave. Scranton, PA 18503	Mark Daugherty, Director of Public Works	Paving 2014	LMA	03K	\$1,200,000.00	95%	\$415,500.00			

**2014 Applications Received
Community Development Block Grant (CDBG)**

A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	National Objective	Matrix Code	Applicant's Proposed Amt	OECD Score	City/OCED Proposed Amt	Final Amt To Council	Legislation	Public Serv Passed Council
Catholic Social Services	8/9/2013	518 Pig Street Scranton, PA 18505	Stephen Nocella, Diocesan Director of Housing	Financial Education Project	Learn pool to begin Financial Education Project.	Not Eligible	Not Eligible	\$10,000.00	0%	\$0.00	\$0.00		
Neighborhoods Northeastern PA	8/9/2013	709 E. Market Street Scranton, Pa 18503	Jesse J. Egozi, President	Scranton Home Ownership Preservation Program 2014	Neighborhoods will assist city residents facing issues of mortgage delinquency and foreclosure.	LMH	05U	\$10,000.00	35%		\$3,000.00		
Scranton Tomorrow	8/9/2013	1011 North Main Avenue Scranton, PA 18506	Leslie Collins, Executive Director	Main Street Pride	Provides technical support to our community including free financial business seminars and facilitating City Pride Beautification programs.	SBS	Not Eligible for Technical Assistance	\$20,000.00	45%	\$0.00			
Scranton Tomorrow	8/9/2013	1011 North Main Avenue Scranton, PA 18505	Leslie Collins, Executive Director	Main Street Festade	Technical Assistance A facade grant/loan program	SBS	Not Eligible for Technical Assistance	\$15,000.00	40%	\$0.00			
TOTAL								\$4,979,885.10		\$2,040,000.00	\$350,000.00	\$2,400,000.00	

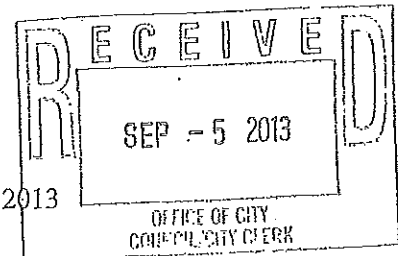
A	B	C	D	E	F	G	H	I	J	K	L
1											
2											
3											
4	Applicant Name	Date Received	Address	Contact Person	Project Name	Project Description	Requested Amt	Nat. Obl.	Civ/OECD Amt	Passed by City Council	
5	City of Scranton - OECD	7/28/2013	340 No. Washington Ave. Scranton, PA 18503	Liza Carroll Director of Housing	2014 Home Admin	10% of each year's allocations are to be used to cover administrative and planning costs, in accordance with HOME rules.	\$50,000.00	Administration (10% cap)	\$40,000.00		
6	City of Scranton - OECD	7/28/2013	340 No. Washington Ave. Scranton, PA 18503	Liza Carroll Director of Housing	Housing Rehabilitation Program	Rehabilitate homes in the City of Scranton to comply with City Code. This is an income-eligible project.	\$300,000.00	LMH	\$177,000.00		
7	City of Scranton - OECD	7/28/2013	340 No. Washington Ave. Scranton, PA 18503	Liza Carroll Director of Housing	Homebuyer Assistance Program	Help income qualified homebuyers purchase homes in the City of Scranton by providing assistance with down payment and closing costs.	\$75,000.00	LMH	\$70,000.00		
8	City of Scranton - OECD	7/28/2013	340 No. Washington Ave. Scranton, PA 18503	Liza Carroll Director of Housing	2014 CHDO	Designed to develop affordable housing for the community it serves. 15% of HOME allocations must be set aside for CHDO.	\$75,000.00	LMH (CHDO 15% cap)	\$60,000.00		
9	Lackawanna Neighbors, Inc.	8/1/2013	570 Adams Avenue Scranton, PA 18510	Jody Baden, Director of Development	City-Wide Housing Acquisition & Rehabilitation Project	Acquiring and rehabilitate homes for sale to income-eligible individuals and families in blighted neighborhoods.	\$300,000.00	LMH	\$80,000.00		
10	NeighborWorks Northeastern Pennsylvania	8/9/2013	708 East Market Street Scranton, PA 18509	Jesse J. Ergo, President	City of Scranton HOME Rehabilitation Program 2014	Involves the rehabilitation and improvements of existing owner-occupied homes in the City for homeowners at or below 80% of the AMI.	\$250,000.00	LMH (will be under City's Rehabilitation)	\$0.00		
11	NeighborWorks Northeastern Pennsylvania	8/9/2013	708 East Market Street Scranton, PA 18509	Jesse J. Ergo, President	City of Scranton First-Time Homebuyer Counseling & Education 2014-2015	Program involves providing approximately 10 hrs. of one-on-one counseling and homebuyer education to prospective homebuyers.	\$5,000.00	LMH	\$3,000.00		
12	Total:						\$ 1,055,000.00		\$400,000.00	\$0.00	

2014 Proposed Funding-Emergency Solutions Grant - \$160,000.00									
Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	Proposed Amt.	Score	Emergency Response	Ch/OECD Amt.
United Neighborhood Centers of NEPA	8/1/2013	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	Rapid Re-Housing	Housing relocation and stabilization services including housing search and placement and case management	\$15,000.00	65%	Rapid Re-Housing	\$15,000.00
United Neighborhood Centers of NEPA	8/1/2013	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	Homeless Prevention	Assist homeless persons to obtain affordable housing and address persons at risk of becoming homeless	\$4,500.00	95%	Homeless Prevention	\$4,500.00
Community Intervention Center of Lackawanna County	8/6/2013	445 No. 6th Avenue Scranton, PA 18503	Tara Finerty Executive Director	Emergency Shelter	Emergency Shelter provides crisis intervention, health, medical & legal services along with daily meals. Also reaches out to homeless camps with information, referrals, sleeping bags, food & clothing.	\$20,000.00	95%	Shelter	\$17,042.00
Women's Resource Center	8/9/2013	Scranton, PA	Margaret A. Rudy, Executive Director	Emergency Shelter	Safe Housing for victims of domestic violence/sexual assault.	\$30,000.00	95%	Shelter	\$25,958.00
Women's Resource Center	8/9/2013	Scranton, PA	Margaret A. Rudy, Executive Director	Rapid Re-Housing	Rapid Re-Housing for victims of domestic violence/sexual assault.	\$4,500.00	95%	Rapid Re-Housing	\$4,500.00
Catholic McAuley Center	8/9/2013	430 Pileston Ave. Scranton, PA 18505	Sr. Theresa Marquez RSM, Executive Director	Emergency Shelter	Works to move women & children from homelessness to some degree of independence	\$25,000.00	65%	Shelter	\$24,711.00
City of Scranton O.E.C.D.	8/9/2013	340 No. Washington Ave. Scranton, PA 18505	Mary Maroon, Director of Finance & Compliance	ESG Admin	7.5% of HUD Allocations must be spent on Administration	\$13,982.00	N/A	Admin	\$12,000.00
Saint Joseph's Center Walsh Manor	8/9/2013	2010 Adams Avenue Scranton, PA 18503	Sr. Mary Alice Jacquelin, Fieldwork CEO	Emergency Shelter	Provide 24 hour care to homeless pregnant women. Provides them with food, shelter, life skill classes also they meet with a case manager to help plan future goals.	\$15,000.00	95%	Shelter	\$12,782.00
Catholic Social Services - Saint Anthony's Haven	8/9/2013	516 Fifth Street Scranton, PA 18505	Stephen Nocella, Director of Housing & Residential Services	Emergency Shelter	Emergency Homeless Shelter providing nightly services to 25 adult men and women 7 days a week/365 days a year.	\$40,000.00	95%	Shelter	\$34,084.00
Catholic Social Services - Saint James Manor	8/9/2013	516 Fifth Street Scranton, PA 18505	Stephen Nocella, Director of Housing & Residential Services	Emergency Shelter	Emergency Shelter for twelve (12) homeless Veterans and four (4) homeless non-Veterans.	\$10,000.00	95%	Shelter	\$9,522.00
TOTAL:						\$161,982.00			\$160,000.00
									\$0.00



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263



September 4, 2013

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

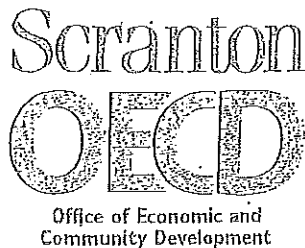
ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014.

Very truly yours,

Paul A. Kelly, Jr.

Paul A. Kelly, Jr., Esquire
City Solicitor

PAK/sl



August 29, 2013

RECEIVED
SEP 4 2013
DEPT OF LAW
SCRANTON, PA

Atty. Paul Kelly
Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: City of Scranton – Action Plan 2014
U. S. Department of Housing and Urban Development
Community Development Block Grant Program
HOME Investment Partnership Program
Emergency Solutions Grant (ESG) Program
Ordinance and Proposed 2014 Activities

Dear Atty. Kelly:

Attached please find an Ordinance and the 2014 CDBG, HOME Program and Emergency Solutions Grant Program proposed activities.

Please review and forward to City Council in order for City Council to place the Ordinance along with the activities on the agenda. Also attached is a letter I sent to Scranton City Council with a suggested timeframe in order for this office to submit our 2014 Action Plan mandated by HUD under 24 CFR 91.200-230.

The list of proposed activities will be published in a full page Public Notice Ad in the Scranton Times on Wednesday, September 4, 2013.

City Council is required to hold a Public Hearing in order to receive public comments on this funding. A thirty (30) day public comment period is required to receive and comment on the proposed activities. As always, if you have any questions please do not hesitate me at 570/348-4216, ext. 101.

Sincerely,

Linda B. Aebli
Executive Director

Lba/

Cc: Atty. Michael O'Brien, Solicitor, OECD
Mr. Tom Preambo, Deputy Director, OECD
Ms. Mary Maroon, Director of Finance and Compliance, OECD
City Council

City of Scranton
Office of Economic and Community Development (OECD)

Action Plan 2014
Community Development Block Grant Program
HOME Program
Emergency Solutions Grant Program

Following review of all applications received by the Scranton's Office of Economic and Community Development (OECD), listed below is an explanation of decisions made regarding the attached proposed funding. If you do not understand or need additional information please do not hesitate to contact the Office of Economic and Community Development.

Scranton's Office of Economic and Community Development (OECD) has estimated the City of Scranton will be receiving approximately \$2,400,000.00 through the Community Development Block Grant Program, \$400,000.00 for the HOME Program and \$160,000.00 for the Emergency Solutions Grant (ESG).

This year along with the OECD staff previously completing the "Grant Application Checklist" an "Evaluation Criteria Scoring Measurement" has been implemented. The applications were scored against four competitive areas: Need, Feasibility, Readiness, Capacity of the Applicant and Financial Completeness.

Community Development Block Grant Program

The Public service cap in the 2014 Action Plan is exactly 15%. The Public Service cap can use an aggregate of three years to measure their Public Service cap.

Public Services -- Neighborhood Police Patrol - \$152,000.00

Both the Administration and Scranton City Council are aware that HUD questioned using CDBG funding for the Neighborhood Police Patrol. HUD indicated in 2012 that no CDBG funds can be allocated to the Neighborhood Police Patrol without written approval from HUD. OECD indicated to HUD during a monitoring visit that Scranton would not undertake the Neighborhood Police Patrol for 2012 and would begin reviewing the option of implementing the Neighborhood Police Patrol as a "New Service" in 2013.

In January 2013 the Neighborhood Police Patrol began as a New Public Service and currently has three (3) active patrol officers. Due to many changes this activity has been proceeding as it was intended.

It should be noted that there was a balance of \$150,000.00 from previous years; \$150,000.00 in the 2013 Action Plan and another \$152,000.00 proposed for 2014 to fund the Neighborhood Police Patrol (NPP). City Council must use caution obligating additional funding due to the 15% Public Service cap.

Scranton Tomorrow: Main Street City Pride Improvement Program

This proposed activity is not eligible for Federal Funding to provide Technical Assistance for the removal of Slum and Blight as suggested in the applicant's project narrative. In addition, the proposed project locations suggested in the application are not within an eligible area for CDBG funding. The applicant states that the funds would be used to improvement the Downtown Business District. The Scranton Downtown Business District is not eligible for CDBG funding.

Scranton Tomorrow: Main Street Facade Program

This proposed activity is not eligible for Federal Funding to provide Technical Assistance for the removal of Slum and Blight as suggested in the applicant's project narrative. In addition, the proposed project locations suggested in the application are not within an eligible area for CDBG funding. The applicant states that the funds would be used to improvement the Downtown Business District. The Scranton Downtown Business District is not eligible for CDBG funding.

HOME PROGRAM

NeighborWorks of N.E. PA – City of Scranton's Housing Rehabilitation Program

NeighborWorks of N.E. PA formerly Neighborhood Housing Services (NHS) has been Scranton's Sub-Recipient for our Housing Rehabilitation Program for many years. However, in 2014 this program will be advertised and bid out to other non-profit organizations or the City may look at other options and changes in the program that will need to be taken to enable the City to provide more assistance to its residents of Scranton. This was the reasoning for not funding this activity. It should be noted that if the City decides to bid out the program in 2014 NeighborWorks of N. E. PA has the same opportunity on bidding on this program as any other non-profit organizations. They have been doing great work and City/OECD have a great working relationship with them.

However, please make note that under City of Scranton/OECD – Housing Rehabilitation Program we have proposed funding for the same activity mentioned above in the amount of \$175,000.00.

LACKAWANNA NEIGHBORS, INC. - \$125,000.00 CDBG / \$55,000.00 HOME PROGRAM

Lackawanna Neighbors, Inc. is being funded under both the HOME Program and CDBG for housing purchase, rehabilitation, lead abatement and resale. After completion of the rehabilitation the home would be sold to an income eligible applicant under Scranton's Homebuyer Program. The approximately two (2) homes will be located anywhere within the City of Scranton.

EMERGENCY SOLUTIONS GRANT (ESG)

Please contact the Office of Economic and Community Development if Scranton City Council plans to increase/decrease any or all organizations. HUD has established criteria in certain eligibility components that the City of Scranton must follow.

NOTICE OF PUBLIC HEARING

Notice is hereby given that Scranton City Council will hold a Public Hearing on Thursday, September 19, 2013 at 5:30 P.M., in Council Chambers, 2nd Floor, Municipal Building, 340 No. Washington Avenue, Scranton, Pennsylvania:

The purpose of said Public Hearing is to hear testimony and discuss the following:

FILE OF COUNCIL NO. 47, 2013 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014.

All those interested in above may attend the Public Hearing and participate at the hearing and/or examine a copy of the proposed Ordinance in the Office of the City Clerk, 2nd Floor, Municipal Building, 340 No. Washington Avenue, Scranton, PA, during any business day between the hours of 8:00 A.M. and 4:30 P.M.

Interpreter service can be provided for hearing impaired individuals to participate in the proceedings. Anyone needing interpreter service at the meeting should notify the City Clerk @ 348-4113 at least Forty Eight (48) hours in advance of the meeting and arrangements will be made to accommodate them.

All citizens are urged to attend.

The City is an Equal Opportunity Employer.

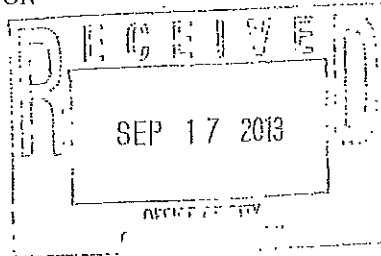
Nancy Krake, CITY CLERK
SCRANTON, PENNSYLVANIA

PLEASE ADVERTISE: WEDNESDAY, September 11, 2013

The Scranton Times (Under act P.L. 877 No 160. July 9, 1976)
Commonwealth of Pennsylvania, County of Lackawanna

ROSEANNE NOVEMBRINO CITY OF SCRANTON
340 N WASHINGTON AVE
SCRANTON PA 18503

Account # 5194
Order # 81327976
Ad Price: 269.90



Council
Roseanne

NOTICE OF PUBLIC HEARING

Amanda Kakareka

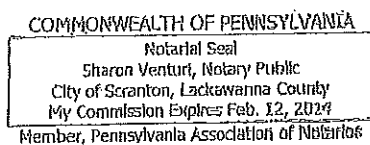
Being duly sworn according to law deposes and says that she is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

09/11/2013

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place, and character or publication are true *Amanda Kakareka*

Sworn and subscribed to before me
this 11th day of September A.D., 2013

Sharon Venturi
(Notary Public)



NOTICE OF PUBLIC HEARING

Notice is hereby given that Scranton City Council will hold a Public Hearing on Thursday, September 19, 2013 at 6:30 P.M., in Council Chambers, 2nd Floor, Municipal Building, 340 No. Washington Avenue, Scranton, Pennsylvania.

The purpose of said Public Hearing is to hear testimony and discuss the following:

FILE OF COUNCIL NO. 47, 2013 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014.

All those interested in above may attend the Public Hearing and participate at the hearing and/or examine a copy of the proposed Ordinance in the Office of the City Clerk, 2nd Floor, Municipal Building, 340 No. Washington Avenue, Scranton, PA, during any business day between the hours of 8:00 A.M. and 4:30 P.M.

Interpreter service can be provided for hearing impaired individuals to participate in the proceedings. Anyone needing interpreter service at the meeting should notify the City Clerk @ 348-4113 at least Forty Eight (48) hours in advance of the meeting and arrangements will be made to accommodate them.

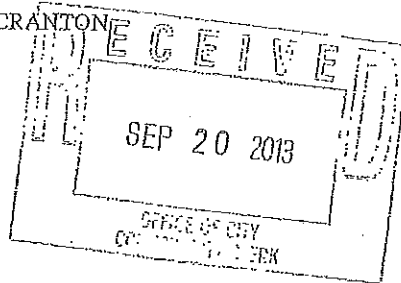
All citizens are urged to attend.

The City is an Equal Opportunity Employer.

Nancy Krake, CITY CLERK
SCRANTON, PENNSYLVANIA

The Scranton Times (Under act P.L. 877 No 160. July 9, 1976)
Commonwealth of Pennsylvania, County of Lackawanna

ROSEANNE NOVEMBRINO CITY OF SCRANTON
340 N WASHINGTON AVE
SCRANTON PA 18503



Council

Account # 5194
Order # 81330848
Ad Price: 188.00

ORD #47

Gina Krushinski

Being duly sworn according to law deposes and says that she is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

09/16/2013

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true Gina Krushinski

Sworn and subscribed to before me
this 16th day of September A.D., 2013

Sharon Venturi
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sharon Venturi, Notary Public
City of Scranton, Lackawanna County
My Commission Expires Feb. 12, 2014
Member, Pennsylvania Association of Notaries

NOTICE OF INTRODUCTION OF
ORDINANCES OF THE
CITY OF SCRANTON

Notice is hereby given that the City of Scranton has introduced the following Ordinance:

FILE OF COUNCIL NO. 47, 2013 - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014.

Said Ordinance was duly introduced at the meeting of Scranton City Council held on Thursday, September 12, 2013 and will be finally acted upon by Council at one of their future meetings. Said Ordinances may be inspected in the City Clerk's Office, Municipal Building, 340 N. Washington Avenue, Scranton, PA 18503, during any business day between the hours of 8:00 A.M. and 4:30 P.M.

NANCY KRAKE
CITY CLERK
SCRANTON, PENNSYLVANIA



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 12, 2019

RECEIVED

JUN 12 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 47, 2013, ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014" BY AMENDING THE 2014 ACTION PLAN BY UTILIZING ONE HUNDRED AND TWENTY-SIX THOUSAND NINE HUNDRED AND TWO DOLLARS AND NINETY CENTS (\$126,902.90) UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) TO BUILD A TWO (2) UNIT RENTAL HOUSE FOR LOW INCOME FAMILIES IN THE CITY OF SCRANTON OR TO ACQUIRE AND REHAB TWO (2) VACANT HOUSES IN THE CITY OF SCRANTON FOR LOW INCOME FAMILIES BY AND THROUGH THE SCRANTON LACKAWANNA RESOURCES DEVELOPMENT CORPORATION A SUBSIDIARY OF THE SCRANTON LACKAWANNA HUMAN DEVELOPMENT AGENCY.

Respectfully,

A handwritten signature in cursive script that reads "Jessica Eskra".

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ESCROW ACCOUNT NO. 02.229640 ENTITLED "RENTAL REGISTRATION TENANT ESCROW" TO ACCEPT AND DISBURSE FUNDS RECEIVED FROM RENTAL PAYMENTS FROM TENANTS WHOSE LANDLORDS HAVE FAILED TO COMPLY WITH REGISTERING THEIR RENTAL PROPERTIES IN THE CITY OF SCRANTON PURSUANT TO FILE OF THE COUNCIL NO. 58, 2016 (AS AMENDED).

WHEREAS, the City of Scranton has previously adopted File of the Council No. 58, 2016, as Amended which establishes a program to be utilized in connection with the City of Scranton Rental Registration Program; and

WHEREAS, pursuant to this Ordinance, the City of Scranton is entitled to receive and disburse rental payments from tenants whose landlords have failed to comply with registering their rental properties pursuant to File of the Council No. 58, 2016, as Amended; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02. 229640 is hereby established and that any and all appropriate City officials are authorized to execute any and all documents necessary to set up said account.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

June 4, 2019

Jessica Eskra, Esq.
City Solicitor
Municipal Building
Scranton, PA 18503

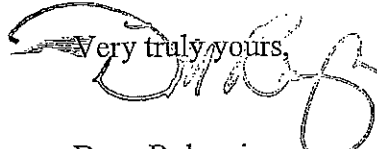
Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council creating a new special city account for the receipt and disbursement of rental payments from tenants whose landlords have failed to comply with registering their rental properties pursuant to FOC No. 58, 2016 (As Amended).

02.229640

Rental Registration Tenant Escrow

If you should have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,


Dave Bulzoni
Business Administrator

DMB:nmk

Cc: Roseann Novembrino, City Controller
Wayne Beck, City Treasurer
Lori Reed, City Clerk
Rebecca McMullen, Financial Manager
Andy Marichak, Financial Analyst
Adam Joyce, Senior Accountant



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 4, 2019

RECEIVED

JUN 04 2019

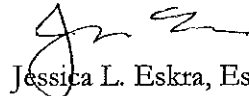
OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING
SPECIAL CITY ESCROW ACCOUNT NO. 02.229640 ENTITLED "RENTAL
REGISTRATION TENANT ESCROW" TO ACCEPT AND DISBURSE FUNDS
RECEIVED FROM RENTAL PAYMENTS FROM TENANTS WHOSE LANDLORDS
HAVE FAILED TO COMPLY WITH REGISTERING THEIR RENTAL PROPERTIES
IN THE CITY OF SCRANTON PURSUANT TO FILE OF THE COUNCIL NO. 58,
2016 (AS AMENDED).

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REUTHER+ BOWEN, PC TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2019 ROADWAY IMPROVEMENT PROJECT.

WHEREAS, a request for Proposals was advertised for the City of Scranton Engineering Services 2019 Roadway Improvement Project and six (6) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to Reuther + Bowen PC for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Reuther + Bowen PC for the City of Scranton Engineering Services 2019 Roadway Improvement Project.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2019 effective through
December 31, 2019 by and between the City of Scranton, 340 North Washington Avenue,
Scranton, PA 18503, hereinafter called "Scranton" and

REUTHER+BOWEN, PC
326 WARD STREET
DUNMORE, PA 18512-2424
PHONE NO. (570) 496-7020

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in
accordance with the terms and conditions hereinafter set forth and the Contractor is ready,
willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises
each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of
providing engineering services for the City of Scranton 2017 roadway improvement project. The
Contractor hereby covenants, contracts and agrees to furnish Scranton with:

ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2019 ROAD IMPROVEMENT PROJECT PER THE ATTACHED BID PROPOSAL AND SCRANTON'S SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's
Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference
thereto and the Bid Proposal submitted by Reuther+Bowen PC dated May 17, 2019 attached
hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal
and Specifications are hereby made part of this Agreement as fully and with the same effect as if
set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely
as an independent contractor, and nothing contained or implied shall at any time be so construed
as to create the relationship of employer and employee, partnership, principal/agent, or joint
adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a
waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Professional Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$ 1,000,000 each person \$ 1,000,000 each occurrence \$ 1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
Personal Injury	\$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration data;
- (b) The coverage required and the limits on each, including the amount of

-
- deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
 - (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
 - (e) A statement confirming that Scranton, its agents and employees have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council.

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

DIRECTOR, DEPARTMENT OF PUBLIC
WORKS

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

REUTHER+BOWEN PC

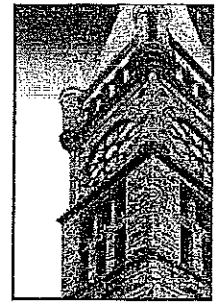
BY:

TITLE: _____

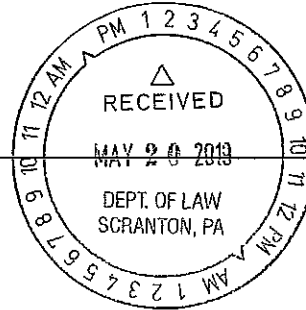
DATE: _____

BUSINESS ADMINISTRATION

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON



May 20, 2019

Memo

To: William Courtright, Mayor
Jessica Eskra, Solicitor
Lori Reed, City Clerk
Dennis Gallagher, Department of Public Works Director

From: David Bulzoni, Business Administrator

Re: **Engineering Recommendation for 2019 Roadway Improvement Project**

All,

The following proposals were received on May 17 in response to the City of Scranton Request for Proposals -2019 Roadway Improvement Project. The engineering services are required to support the roadway improvement project funded primarily by the 2019 operating budget allocation and assigned funds a special cities account allocated specifically for paving.

The following engineering firms, with associated costs, submitted proposals:

1. KBA Engineering, P.C.	Not Provided
2. GPI	\$ 63,000
3. Barry Isett and Associates	\$ 22,450
4. Reuther Bowen Engineering	\$ 20,950
5. Labella	Not Provided
6. Reilly Associates	\$ 31,416

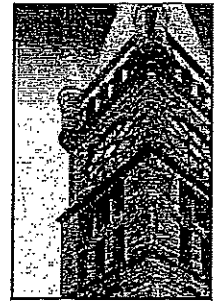
The Request for Proposal uses a maximum cost estimate for the project. As you are aware, the City continues to finalize the list of roadways and likely will not have the final project list completed until construction bids are received.

Two proposals were did not include a maximum cost estimate. Based on the above cost listing further negotiation is likely not required. Reuther Bowen has provided an effective cost proposal and has assisted the City previously as engineer of record for previous paving project. Their work has been exemplary.

Therefore, Office of the Business Administrator recommends the approval of the proposal submitted by Reuther Bowen Engineering and the subsequent contract with the firm.

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

May 17, 2019

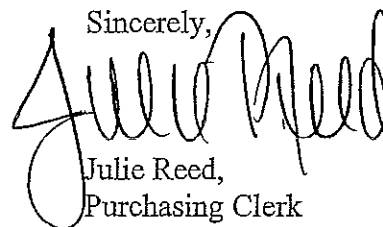
Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Friday, May 17, 2019 in Council Chambers for the **City of Scranton Engineering Services 2019 Roadway Improvement Project**. Attached are the copies of the proposals submitted by the following companies:

GPI
Reuther Bowen
KBA Engineering
Barry Isett & Associates
La Bella
Reilly Associates

After your review of the proposals, please inform the Law Office of your decision so they may call for a contract or reject said bid. Thank you for your cooperation in this matter.

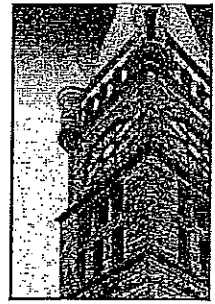
Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni, Business Administrator
Mrs. Lori Reed, City Clerk
✓Mrs. Jessica Boyles Eskra, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

April 23, 2019

Mr. Dennis Gallagher
Department of Public Works
101 W. Poplar Street
Scranton Pa, 18508

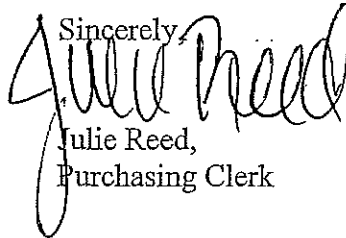
Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on Friday,
May 17, 2019 at 10:00 A.M. for the following:

City of Scranton
Engineering Services-2019 Roadway Improvement Project

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mr. David Bulzoni, Business Administrator
Mrs. Rebecca McMullen, Financial Manager
Mrs. Jessica Eskra, City Solicitor
File

REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until Friday May 17, 2019 at 10:00 a.m., at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON ENGINEERING SERVICES - 2019 ROADWAY IMPROVEMENT PROJECT

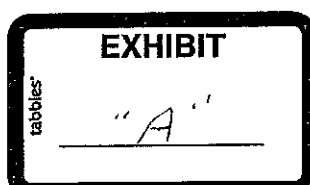
Proposals shall be made upon the official proposal form attached to the specifications which may be obtained at the City Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503 and which may be had by bona fide bidders. Copies can be requested by contacting the City of Scranton Purchasing Clerk, at jreed@scrantonpa.gov.

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Engineering Services". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal. If you have any questions, please call David M. Bulzoni, Business Administrator, at (570) 388-4214, or Dennis Gallagher, Department of Public Works Director, at (570) 348-4108.

David M. Bulzoni

Business Administrator

Each proposal must be accompanied by a signed proposal, certificate of insurance, and signed anti-collusion, affirmative action, and disclosure affidavit.



INVITATION FOR REQUEST FOR PROPOSAL

CITY OF SCRANTON

I. TYPES OF SERVICES REQUIRED

The City of Scranton requires professional service and advice with the following project:

2019 Roadway Improvement Project

The Project consists of an approximate \$900,000 Roadway Improvement Project incorporating the resurfacing of approximately 3 to 4 miles of roadway. The Project will be funded by from the City of Scranton 2019 Operating Budget.

II. INFORMATION REQUIRED FROM INTERESTED FIRMS

The City of Scranton is pleased to invite your firm to submit a written Proposal for this project. Attached hereto is Form P/A-1(a), Professional Advice Questionnaire for Architect/Engineer, to assist you in preparing your Proposal. The City of Scranton shall negotiate a contract with the most qualified firm, for necessary services, at compensation which the City determines as fair and reasonable. Should the City of Scranton be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, the City shall then undertake negotiations with the second most qualified firm.

Information shall include the following:

1. Firm's method of approach for furnishing the required services.
2. The firm's statement of qualifications, profile, and performance regarding the proposed contract. (See attached Professional Advice Questionnaire for Architect/Engineer.)

Interested firms shall address and submit their "Request for Proposal" to:

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

The proposals shall be received no later than 10:00 A.M. prevailing time on May 17, 2019.

III. COMPENSATION

The City of Scranton will negotiate a fixed fee for all services to be provided by the firm in connection with the project. It is expressly understood that failure to negotiate for services as established above, will disqualify the firm's "Request for Proposal."

IV. FACTORS FOR EVALUATION

Each "Request for Proposal" received from interested firms shall be reviewed by the City of Scranton and, if necessary, the firm will be invited to be interviewed, should additional information be necessary. This information will then be evaluated by utilizing the attached Evaluation Criteria Form, and will be scored. The responsible firm, whose credentials will be most advantageous to the City of Scranton, will be considered in negotiations.

The contract will be awarded within sixty (60) days of the date of City Council approval.

The City of Scranton is an Affirmative Action Equal Employment Opportunity Employer.

PROFESSIONAL ADVICE QUESTIONNAIRE
ARCHITECT/ENGINEER

Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service.

1. Project Name/Location for which firm is filing:	2a. Public Advertisement Announcement Date, if any:	2b. Identification Number, if any:
3. Firm Name & Address:	3a. Name, Title & Telephone Number of Principal to Contact:	
3b. Address of office to perform work, if different from Item #3:		
4. Personnel by Discipline:		
___ Administrative (Secretarial/Clerical) ___ Architects ___ Civil Engineers ___ Construction Inspectors ___ Draftsmen	___ Electrical Engineers ___ Estimators ___ Landscape Architects ___ Mechanical Engineers ___ Planners: Urban/Regional	___ Soils Engineers ___ Specification Writers ___ Structural Engineers ___ Surveyors ___ Total Personnel

FIRM NAME:

PROJECT NUMBER:

5. Does your firm qualify under one of the following: A. Female Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm E. Small Business Firm	6. Outside key consultants/associates anticipated for this project:
7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:	
a. Name and Title:	a. Name and Title:
b. Project Assignment:	b. Project Assignment:
c. Name of firm with which associated:	c. Name of firm with which associated:
d. Years experience: With this firm ____ With other firms ____	d. Years experience: With this firm ____ With other firms ____
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year first registered/Discipline	f. Active Registration: Year first registered/Discipline
g. Other experience and qualifications relevant to the proposed project:	g. Other experience and qualifications relevant to the proposed project:

PROJECT NUMBER:

(a) FIRM NAME:

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):	h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):					
8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)	8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)					
a. Project Name & Location	b. Nature of Firm's Responsibility:	c. Owner's Name & Address	d. Estimated Completion Time Actual Completion Time	e. Entire Project Cost:	Estimated Cost Cost of Work for which firm was/is responsible:	f. Actual Fee Charged
1.						
2.						
3.						
4.						

FIRM NAME:

PROJECT NUMBER:

9. Use this space to provide any additional information, or description of resources supporting your qualifications for the proposed project:

10. The foregoing is a statement of facts.

Date: _____

Signature: _____

Typed Name and Title

INFORMATION TO BE INCLUDED IN ARCHITECT/ENGINEERS CONTRACT AGREEMENT.

1. MAXIMUM COMPENSATION PARAGRAPH:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT WILL THE TOTAL AMOUNT OF COMPENSATION AND REIMBURSEMENT EXCEED THE MAXIMUM SUM OF \$ _____ FOR ALL SERVICES REQUIRED UNDER THIS PROJECT, UNLESS THE SCOPE OF WORK IS INCREASED BY THE CITY OF SCRANTON.

2. GENERAL TERMS & CONDITIONS:

TO BE ATTACHED TO ACKNOWLEDGED IN THE CONTRACT THAT THEY ARE A PART THEREOF.

3. SCHEDULE OF WHEN SERVICES WILL BE COMPLETED: TIME FOR PERFORMANCE:

THE ARCHITECT/ENGINEER WARRANTS AND ASSURES THE CITY OF SCRANTON THAT ALL WORK REQUIRED HEREIN WILL BE COMPLETED NO LATER THAN DECEMBER 31, 2019. THE SCHEDULE IS TO BID THE PROJECT IN THE SECOND QUARTER OF 2019 AND COMPLETE ALL CONSTRUCTION BY OR BEFORE DECEMBER 31, 2019._____.

**ATTACHMENTS
DATA SUBMISSION DOCUMENTS**

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with

affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess

(8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(11) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE:

NAME OF PROPOSER: _____

BY: _____

TITLE: _____

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001

DATE: _____

NAME OF PROPOSER: _____

BY _____

TITLE: _____

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1. He is _____

(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____ 20____

(TITLE) _____

MY COMMISSION EXPIRES

_____, 20____

Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.

2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.

3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.

4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.

5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION I _____, hereby state that I am (title)_____ for,

_____and am authorized to make this verification.

Signature: _____

All responses must be received by 10:00 A.M. Eastern Time May 17, 2019. Questions should be submitted to either jreed@scrantonpa.gov or dbulzoni@scrantonpa.gov. Subject line of questions and/or responses should read: "City of Scranton Engineering Services".

**THIS PROPOSAL MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN
10:00 a.m.
May 17, 2019**

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

NAME OF VENDOR: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

Response to Request for Proposal

City of Scranton Engineering Services 2019 Roadway Improvement Project

reuther+bowen
Engineering, Design, Construction Services

Structural Engineering, Civil Engineering and Structural Detailing Services
www.reutherbowen.com

Headquarters

326 Ward Street | Scranton, PA 18512
phone: 570-496-7020

Satellite Office

112 West 34th Street, 17h Floor | New York, NY 10135
phone: 646-880-3465

EXHIBIT

tabbles

"B"

May 17, 2019

Ms. Roseann Novembrino, City Controller
City of Scranton
Office of the City Controller
340 North Washington Avenue, 2nd floor
Scranton, PA 18503

RE: Response to RFP for Engineering Services for 2019 Roadway Improvement Project

Dear Ms. Novembrino,

Reuther+Bowen, PC is pleased to respond to the City of Scranton Engineering Services for 2019 Roadway Improvement Project. We trust that a review of the enclosed materials will demonstrate that we are highly motivated and qualified for this assignment.

As you review the enclosed documents, we would like to emphasize several items:

- R+B's in-house team is exceptionally qualified to perform the engineering services defined in the RFP.
- We have a broad background in developing and implementing all phases of roadway construction projects. Being the municipal engineers for four (4) municipalities as well as providing services to private developers, we have designed and constructed miles of new roadways in addition to rehabilitating numerous municipal and county roadways within Lackawanna County and the surrounding area. Also, R+B was the Engineer of Record for both the 2016 and 2017 Scranton Roadway Improvement projects. With our office located in the Borough of Dunmore, we can provide an immediate response to on-site questions or clarifications before, during, and at the conclusion of the project. Reuther+Bowen fully understands the entire process from inception through project completion and final closeout. We have a complete understanding of the contract and welcome the opportunity assist the City of Scranton with the timely completion of this project.
- As noted in the RFP: there are no relationships existing between any of the firms' employees or principals and any official of the City of Scranton.
- Finally, our team will be led by David Lopatka. Mr. Lopatka has 28+ years' experience with civil site design and has executed numerous projects for municipalities and townships throughout his career. He understands the needs and requirements of the City of Scranton.

Thank you for considering Reuther+Bowen, PC. If you have any questions, comments, or would like to schedule an interview to discuss our qualifications further, please contact me directly at 570-496-7020 x421.

Respectfully submitted,



David Lopatka
Director of Civil Engineering

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SECTION 9.....	Addenda

Section 1

Statement of Services Rendered

1

reuther+brown
Engineering, Design, Construction Services

Firm Profile

Year Established
2000

Corporate HQ
326 Ward Street
Scranton, PA 18512-2424

Satellite Offices
New York City
112 West 34th Street, 17th floor
New York, NY 10120

Core Services
Structural Engineering
Civil Engineering
Structural Detailing
Building Information Modeling
Integrated Project Delivery

Licenses Held
Colorado
Connecticut
Delaware
District of Columbia
Florida
Kentucky
Maryland
Massachusetts
Michigan
New Jersey
New York
North Carolina
Ohio
Pennsylvania
Puerto Rico
Virginia
Washington

Incorporated in 2000, Reuther+Bowen is a highly accomplished, talented and diverse engineering, design firm working with architects, owners, contractors and developers on many complex issues. Our collective portfolio includes building and site development projects of all types and sizes—several receiving national or regional AIA Awards and other distinctions. Individual commissions we accept vary widely from small consulting efforts to projects that are large and complex. Some of our work has been featured by publications such as New York Construction, Modern Steel, and Engineering News Record.

We provide our expertise to a variety of clients and on many levels. As a consulting engineer, we collaborate with architectural firms of all sizes - whether they be individual practitioners or large national design firms. Our project portfolio includes numerous office buildings, commercial and retail, hospitals and healthcare facilities, college and university buildings, K-12 schools, industrial, multi-family and single-family residential and other institutional facilities. In addition to architects, we also consult directly to owners, contractors, fabricators and private developers to offer; land development planning, permitting needs, site design and master planning, detailing and building information modeling (BIM), Integrated Project Delivery Methods, pre-engineered buildings, renovations/modifications, peer review and value engineering, structural integrity investigations/ forensic studies, and insurance reports.

Service is the cornerstone of our practice. Because of this, Reuther+Bowen has developed and maintained a preferred status with our clients—bringing exceptional and creative design capabilities, a positive attitude toward working in a team, and a genuine appreciation and desire to meet the design goals of each project or unique situation. Combined with an innovative and confident mindset in overcoming challenges, we also seek to provide solutions that are in-line with the owner's budget. This fundamental approach is the basis of a successful partnership with our clients and for our continued success.

Civil Engineering

Our experience in civil engineering covers a wide range of project specializations, including land development design and permitting for commercial, institutional and residential buildings, highways and industrial parks, corporate center site planning, municipal engineering, stormwater management, flood protection, subdivisions and outdoor sports and recreation facilities. We have the experience to take your project from start to finish, with integration of site data from the initial collection of survey information through base mapping, design and development of construction documents. We have the capabilities to conduct site specific evaluations related to grading, drainage and access issues. Our extensive knowledge of zoning, utility issues and environmental regulations contribute to a comprehensive offering of services that can accommodate the needs of any size project.

Land Planning & Development

- Master Planning
- Open Space & Recreation Plans
- Permit/Regulatory Analysis
- Zoning & Subdivision Reviews
- Site Selection
- Land Use & Feasibility Studies
- Subdivision Design
- Site Plans
- Sketch Plans
- Preliminary Land Development Plans
- Final Land Development Plans

Water Supply, Treatment, Storage & Distribution

- Distribution
 - Computer Modeling & Hydraulic Analysis*
 - Distribution Piping*
 - Booster Pump Stations*
 - Fire Flow Analysis*
- Supply
 - Groundwater Wells*
 - Water Demand/Capacity Projections*
- Treatment/Disinfection Systems
- Storage
 - Elevated Storage Tanks*
 - Standpipes*
- Regulatory Permit Applications

Environmental Engineering & Permitting

- Stormwater System Permits
- Sanitary Sewer System Permits
- Groundwater & Surface Water Discharge Permits
- Soil Erosion & Sedimentation Control Plans
- Wetland Permits
- Army Corps of Engineers Permits
- Environmental Assessments

Wastewater Collection, Treatment & Disposal

- Collection Systems
 - Gravity*
 - Low-Pressure Grinder Pump*
 - Pump Stations & Force Mains*
 - Interceptors*
 - Infiltration/Inflow Evaluations*
 - On-Lot Systems*
- Elevated Sand Mound*
- Disposal Fields*
- Pressure Dosing*
- Regulatory Permit Applications

Transportation Engineering

- Transportation Planning Studies
- Roadways
- Bridges
- Signage & Pavement Marking Plans
- Safety Improvements
- Maintenance & Protection of Traffic Plans
- Regulatory Permit Applications

Stormwater Collection & Management

- Hydrologic & Hydraulic Modeling
 - Dam Analysis*
 - Flood Plain Studies*
- Collection Systems
 - Gravity*
 - Pumping Stations*
 - Culverts*
 - Swales/Open Channels*
- Stormwater Management Facilities
 - Quality Control Basins*
 - Infiltration Systems*
 - Detention & Retention Basins*
 - Underground Detention Facilities*
- Dams & Levees

Section 2
Management Summary

2

reuther+bowen
Engineering, Design, Construction Services

MANAGEMENT SUMMARY

Re: City of Scranton— Engineering Services for 2019 Roadway Improvements Project

The responsibility of the Reuther+Bowen team for this project is to provide roadway design and re-surfacing solutions that will satisfy the detailed objectives provided in the Request for Proposals while supplying timely, cost-effective engineering solutions that meet the City of Scranton's schedule and budget. Reuther+Bowen will negotiate a fixed fee with the City of Scranton for all services to be provided by the firm for this project.

Upon project award and issuance of the Notice to Proceed, Reuther+Bowen will abide by a detailed schedule to expedite delivery of bidding documents starting with an initial kickoff meeting with City personnel to gain a complete understanding of the project scope. We will then prepare a schedule including all required elements needed to accurately evaluate, photograph and measure each roadway within the project scope. Certain roadways will be mapped and detailed using straight line diagrams while other roads may require a more detailed survey to prepare desired base mapping. Depending upon the conditions of each roadway we will recommend different methods of reconstruction best suited to insure the roads once completed meet or exceed City roadway standards. Some of the methods of approach will include the more traditional type of construction by saw cutting, base replacement and wearing course overlay while we will also explore some newer more environmental friendly methods such as Cold In-place Asphalt Recycling and FDR (Full Depth Reclamation). Upon the selection of the method of reconstruction, Reuther+Bowen will prepare design drawings and associated notes and details. Some of the roadways may require approvals and/or permitting from county or state agencies (Lackawanna County Conservation District, PA Department of Environmental Protection, PennDOT, etc.). Reuther+Bowen has very good relationships with each of the agencies and will setup meetings to assist in expediting the approval process.

In conjunction with design plans and details being completed, we will assist in the preparation of bidding documents including Front end Specifications, Technical Specification, Cost Estimates, Bid Forms and other required documents conforming to the format requirements of the City of Scranton. We will attend pre-bid meetings and answer requests for information in a timely manner to insure all contractor are bidding on the same information. Reuther+Bowen will assist in the review of bids and make recommendations for award of contracts.

During the construction phase, a responsive attitude and a regular presence on-site is of paramount importance to the successful installation and re-construction process, in addition to the health, safety and welfare of adjacent property owners. For this reason, construction administration efforts are led by a qualified inspector, who is responsible for the performance of the Reuther+Bowen team and serves as a focal point for both client and team communications. Moreover, we give the utmost attention to the prompt processing of shop drawings, RFI's and other required contractor submittals to ensure a seamless transfer of information and communication throughout the construction process.

Section 3
Action Plan/Project Schedule

3

reuther+bowen
Engineering, Design, Construction Services

Action Plan & Project Schedule

Project Title: Engineering Services, 2019 Roadway Improvement Project

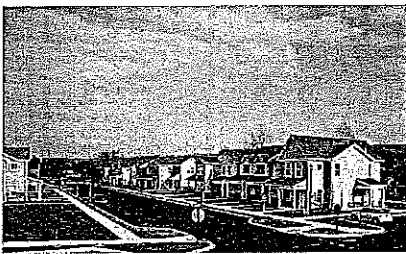
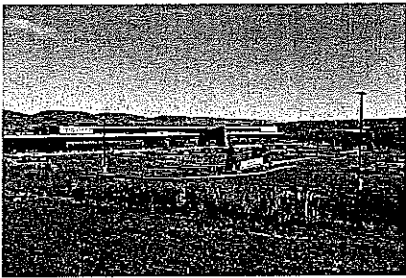
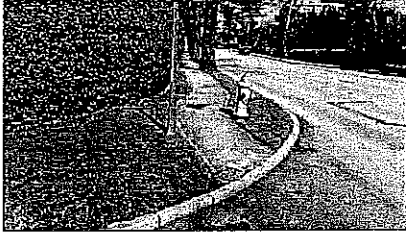
Project Location: City of Scranton, Lackawanna County, PA

Submit Proposal, fees	1 day	May 17, 2019
Receipt of Executed Agreement	2 weeks	May 31, 2019 • Notice to Proceed
Prepare Design Documents	4 weeks	June 3, 2019 – July 1, 2019
<ul style="list-style-type: none"> • PA One Call • Measure Roads (list provided by the City) • Straight Line Diagrams and Survey if needed • Finalize Basemaps • Final Design drawings including Notes and Details • Final review and approval by City 		
Construction Documents	1 week	July 1, 2019 – July 5, 2019
<ul style="list-style-type: none"> • Finalize Construction Documents • Prepare Technical Specifications 		
Bidding Phase	4 weeks	July 8, 2019 – August 5, 2019
<ul style="list-style-type: none"> • Answer RFI's and issue Addendums • Schedule and attend Pre-Bid conference • Review Contractor bids and recommend award 		
Contract Award	1 Week	August 12, 2019
Construction Administration	2 months	August 19, 2019 – October 4, 2019

Section 4
Experience

4

reuther+bowen
Engineering, Design, Construction Services



Civil Engineering Experience

City of Scranton, Roadway Improvement Project, 2016-2017, Scranton, PA

The project consists of a \$3.5 million roadway improvement project incorporating the resurfacing of approximately 12 to 15 miles of roadway. The majority of roadways work includes milling and overlay of the existing wearing course. Also, in order to save the City from total reconstruction of some of the roads, R+B has proposed utilizing Full Depth Reclamation and Cold in Place Recycling where as the base and/or wearing course are recycled saving hauling and disposal costs.

Old Forge Borough, PA 2016-2017 Paving Project, Old Forge, PA

Prime civil engineering, this project consists of the design and planning of specific public works projects i.e. sewer replacements, street paving, curb and sidewalk replacements.

Dunmore Borough, PA 2013 Paving Project, Dunmore, PA

Prime civil engineering, macadam repairs to 2.5 miles of municipal streets requiring numerous areas of pavement resurfacing, design for the conveyance of groundwater, and on-street parking layouts.

(CDBG) Laurel Street Stormwater and Paving Project, Dunmore, PA

Civil design including the widening of approximately 700 lf of Laurel Street and installation of a new stormwater collection system. This project also includes the installation of new curbs, sidewalk and handicap ramps. The project is being funded through Lackawanna County using CDBG funding.

Township of Lower Merion, CDBG Funded Engineering Service Contract, PA

Civil and structural engineering services contract for various CDBG funded projects pertaining to infrastructure projects and residential structural deficiencies. The primary use of CDBG funding has been the upgrade of ADA curb ramps within the Township.

Scranton Lackawanna Industrial Building Company, Valley View Business Park Phase 1, Jessup, PA

Site design including stormwater management and erosion and sediment control plans. Prepared required documents for submissions to PA Department of Environmental Protection for NPDES permitting and the Lackawanna County Conservation District for E & S approval. Designed roadside swales and stormwater conveyance systems.

Lackawanna County Housing Authority, Jessup, PA

Multi-family housing project on approximately 10 acres requiring civil engineering services including complete land development, design, and approvals including approximately 2300 linear feet of new roadway. Reuther + Bowen, PC provided on-site inspection services through construction for paving and site infrastructure.

Penn State Hershey Medical Center, Combined Heat & Power Plant, Dauphin County, PA

Site design, surveying and land development documents for bidding, permitting and construction for the new facility. The project includes the design all new grading, hardscaped areas, stormwater collection and conveyance systems. We will also redevelop impacted roadways and parking areas to serve the area.

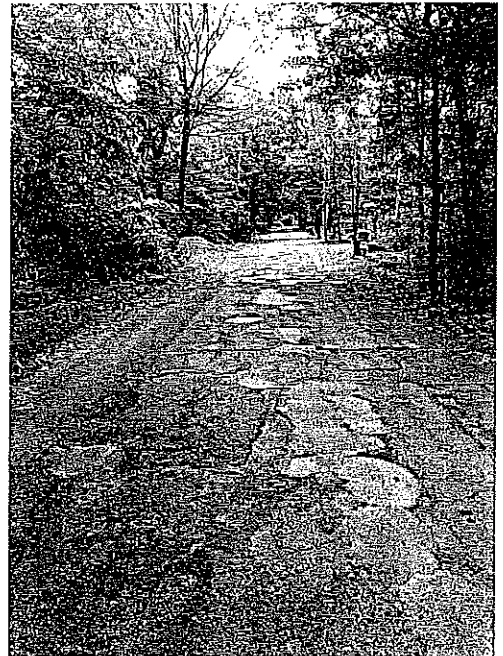
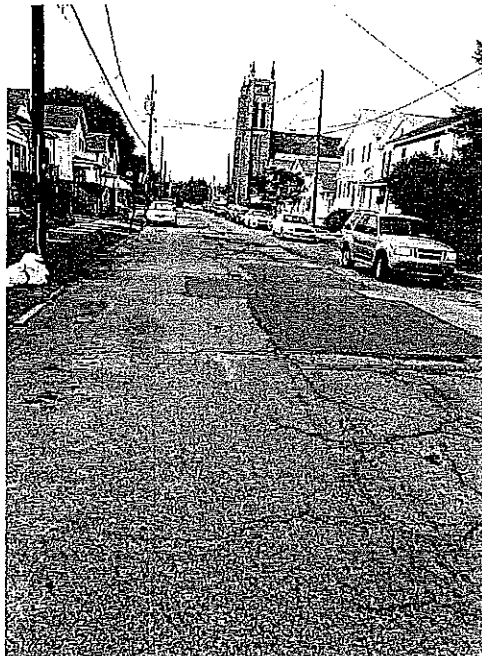
Gracedale Nursing Home, Nazareth, PA

Civil engineering services for repairs and upgrades to parking lots, crosswalks, stairs and walkways located at the Gracedale Nursing Home. Topographic survey of the remainder parking facilities, milling and resurfacing to remaining parking facilities, sidewalks, crosswalks and handicap accessible curb ramps and associated design, bidding and construction services.

City of Scranton, Roadway Improvement Project 2016-2017 Scranton, PA

Reuther+Bowen was awarded the contracts from the City of Scranton for the 2016 and 2017 Roadway Improvement Projects. The project consists of a \$3.5 million roadway improvement project incorporating the resurfacing of approximately 12 to 15 miles of roadway. The project encompasses neighborhood roadways which were severely impacted by the recent winter weather. The project will also incorporate the resurfacing of several collector and distributor roads. The improvements to these roads are critical to meet traffic flow needs in their respective neighborhoods. Storm drainage diversion will also be addressed with the roadway improvements.

Mr. David Bulzoni / Business Administrator
City of Scranton
City Hall
340 N. Washington Avenue Scranton, PA 18503
(570) 348-4214
dbulzoni@scrantonpa.gov



Dunmore Borough, 2017, Paving Project, Dunmore, PA

As municipal engineer for Dunmore Borough, R+B was responsible for civil engineering, design and inspection of 2.5 miles of roadway resurfacing. Construction cost for the project was \$1,000,000. The project included prime civil engineering, macadam repairs to municipal streets, which required numerous areas of pavement resurfacing, design for the conveyance of groundwater, and on-street parking layouts.

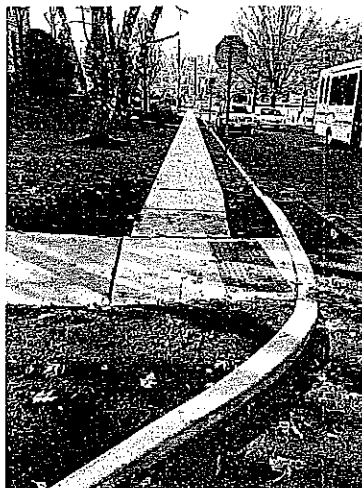


Township of Lower Merion, CDBG Funded Program Montgomery County, PA

Reuther+Bowen was awarded a contract for civil and structural engineering services related to the Community Development Block Grants for the Township of Lower Merion, Montgomery County, PA. Projects are funded through the US Housing and Urban Development's CDBG. Reuther+Bowen's responsibilities include: prepare plans, specifications and management of CDBG projects. The contract was extended for an additional year into 2018.

R+B has recently completed with the Township on Phase 2 - ADA Curb Cuts and Replacement of Existing Ramps Project. The project will replace curb and sidewalks with concrete curb ramps and make all necessary adjustments to walkways and/or street areas at intersections to make the areas accessible to individuals with disabilities.

Ms. Kathryn J. Morris, Community Development Technician
Lower Merion Township
75 East Lancaster Avenue Ardmore, PA 19003
(610) 645-6271
kmorris@lowermerion.org



Borough of Old Forge, Multiple Projects, Old Forge, PA

As municipal engineer for Old Forge Borough, R+B is responsible for civil engineering, design and construction administration...

Civil Design, Bidding and Construction Administration

Old Forge Rosemount Development Roadway Reconstruction
Old Forge 2015 Paving Project
Old Forge 2016 Paving Project
Old Forge 2017 Paving Project
Old Forge Kohler Avenue OECD Project
Old Forge Grace Street Stormwater/Sanitary Separation Project
Old Forge DPW Stormwater Project
Old Forge Main Street Sewer Project

Project Management, Civil, Structural, Bidding and Construction Administration

Old Forge—Miles Street Park Revitalization Project

Plan Review and Comment for Planning Commission meetings

Old Forge Bochnowich Minor Subdivision
Old Forge 904 South Main Street Minor Subdivision
Old Forge Select Realty—Proposed Parking Lot
Old Forge Vieira Minor Subdivision
Old Forge Birchwood Estates—Major Subdivision and Land Development
Old Forge Pride Mobility—New Warehouse

Mrs. MaryLynn Bartoletti, Borough Manager

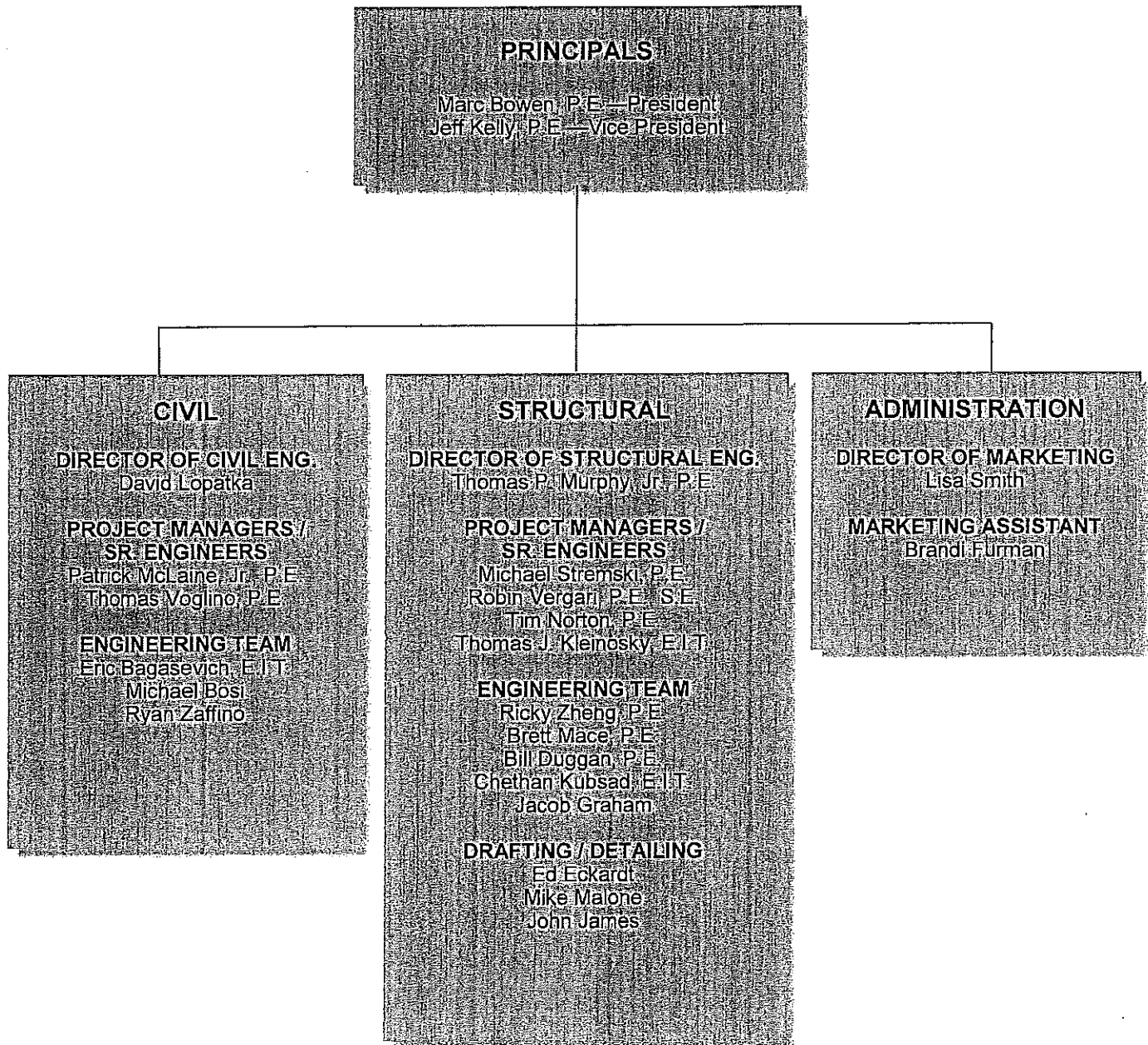
Old Forge Borough
310 S. Main Street Old Forge, PA 18518
(570) 457-8852
ofboromanager@comcast.net



Section 5
Personnel

5

reuther+bowen
Engineering, Design, Construction Services





DAVID LOPATKA DIRECTOR OF CIVIL ENGINEERING

With over 26 years of experience in civil engineering design, Mr. Lopatka has served as lead civil engineer on a wide variety of projects throughout Pennsylvania and New York. His background includes developing stormwater management and soil erosion control plans, studies for optimizing subdivisions, cost estimates, designing roads and intersections, and obtaining Department of Transportation and Department of Environmental Protection permits (NPDES, ESCGP-1, HOP, etc.). He has also been responsible for developing and implementing all portions of subdivision and land development plans for commercial, industrial, institutional, airport, and residential facilities. His civil engineering design background includes on-lot septic, sanitary sewer, storm sewer, and water distribution systems, culverts, detention basins, pumps, and roads. Dave also actively serves as the Municipal Engineer for several local jurisdictions—including Dunmore Borough where the firm is headquartered.

As the Director of Civil Engineering, Mr. Lopatka is responsible for leading a team of engineers in preparing plans, specifications and standards; quality control of drawings; manpower budgeting; and assembling proposals and contracts.

EDUCATION

Bachelor of Science,
Business Administration
Wilkes University

MUNICIPAL ENGINEERING REPRESENTATIVE

Dunmore Borough
Elmhurst Township
Porter Township
Old Forge Borough

PROFESSIONAL AFFILIATIONS

American Institute of Steel
Construction, Member

American Society of Civil
Engineers, Member

RELEVANT EXPERIENCE

City of Scranton, Roadway Improvement Project 2016, Scranton, PA

The project consists of a \$3.5 million roadway improvement project incorporating the resurfacing of approximately 12 to 15 miles of roadway. The majority of roadways work includes milling and overlay of the existing wearing course. Also, in order to save the City from total reconstruction of some of the roads, R+B has proposed utilizing Full Depth Reclamation and Cold in Place Recycling where as the base and/or wearing course are recycled saving hauling and disposal costs.

Dunmore Borough, PA 2013 Paving Project, Dunmore, PA

Prime civil engineering, macadam repairs to 2.5 miles of municipal streets requiring numerous areas of pavement resurfacing, design for the conveyance of groundwater, and on-street parking layouts.

Old Forge Borough, PA 2016 Paving Project, Old Forge, PA

Prime civil engineering, this project consists of the design and planning of specific public works projects i.e. sewer replacements, street paving, curb and sidewalk replacements.

Linden Street Pocket Park, Scranton, PA

Reuther+Bowen is providing full civil engineering services for the City of Scranton in the redevelopment of a vacant lot in downtown Scranton into a pocket park. Budget of the project is roughly \$450,000.

Township of Lower Merion, CDBG Funded Engineering Service Contract, PA

Civil and structural engineering services contract for various CDBG funded projects pertaining to infrastructure projects and residential structural deficiencies. The primary use of CDBG funding has been the upgrade of ADA curb ramps within the Township.

(CDBG) Laurel Street Stormwater and Paving Project, Dunmore, PA

Civil design including the widening of approximately 700 lf of Laurel Street and installation of a new stormwater collection system. This project also includes the installation of new curbs, sidewalk and handicap ramps. The project is being funded through Lackawanna County using CDBG funding.

Gracedale Nursing Home, Nazareth, PA

Civil engineering services for repairs and upgrades to parking lots, crosswalks, stairs and walkways located at the Gracedale Nursing Home. Topographic survey of the remainder parking facilities, milling and resurfacing to remaining parking facilities, sidewalks, crosswalks and handicap accessible curb ramps and associated design, bidding and construction services.

JBAS Realty, Inc., Olyphant Lofts Apartment Complex, Olyphant, PA

Prepared site land development submission including layout of parking areas and driveways, stormwater management, and erosion and sediment pollution control plans. The stormwater management system included the design of an underground storage system to allow for maximum lot build-out.

Scranton Lackawanna Industrial Building Company, Valley View Business Park Phase 1, Jessup, PA

Site design including stormwater management and erosion and sediment control plans. Prepared required documents for submissions to PA Department of Environmental Protection for NPDES permitting and the Lackawanna County Conservation District for E & S approval. Designed roadside swales and stormwater conveyance systems.

Lackawanna County Housing Authority, Veterans Dr. Handicap Ramp & Paving Project, Dunmore, PA

Provided civil engineering services including design, approvals and inspection for the installation of approximately 70 handicap ramps and expansion of parking areas for this multi-family housing project on 10 acres.

Lackawanna County Housing Authority, Jessup, PA

Multi-family housing project on approximately 10 acres requiring civil engineering services including complete land development, design, and approvals including approximately 2300 linear feet of new roadway. Reuther + Bowen, PC provided on-site inspection services through construction for paving and site infrastructure.



THOMAS M. VOGLINO, PE SENIOR CIVIL ENGINEER

With 15 years of professional experience, Mr. Voglino's experience includes a wide variety of site and building types for colleges / universities, hospitals, office buildings, warehouse facilities, and apartments.

Thomas has been responsible for developing portions of subdivision and land development plans for commercial, industrial, institutional, and residential facilities. His civil engineering design background includes on-lot septic, sanitary sewer, storm sewer, and water distribution systems, culverts, detention basins, pumps, and roads.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Science—
Environmental
Engineering, Wilkes
University

PROFESSIONAL LICENSES

PA

PROFESSIONAL AFFILIATIONS

National Society of
Professional Engineers,
Member

Pennsylvania Society of
Professional Engineers,
Member

Municipal Engineer, Multiple Townships & Boroughs, PA

Reuther+Bowen is the Municipal Engineer for several municipalities in PA. General engineering services in these contracts include; design, subdivision and land development review, construction inspection and supervision, traffic/transportation engineering, storm water management services, sanitary sewer conveyance engineering, community planning, funding coordination, attend public meetings and other engineering services on an as-needed basis.

Township of Lower Merion, CDBG Funded Engineering Service Contract, PA

Civil and structural engineering services contract for various CDBG funded projects pertaining to infrastructure projects and residential structural deficiencies.

Scranton Lackawanna Industrial Building Company, Valley View Business Park Phase 1, Jessup, PA

Site design including stormwater management and erosion and sediment control plans. Prepared required documents for submissions to PA Department of Environmental Protection for NPDES permitting and the Lackawanna County Conservation

City of Scranton, Roadway Improvement Project, Scranton, PA

Roadway improvement project of 12-15 miles of roadway damaged by winter weather. The project also includes resurfacing of several collector and distributor roads and storm drainage diversion.

Penn State University, Nursing Sciences Building Renovations, University Park, PA

New, 4-story connector addition to an existing building for a new entrance with vertical and horizontal circulation. Site work includes a new outdoor plaza, walks, detention basin and patio with seating.

Penn State Hershey Medical Center, Combined Heat & Power Plant, Dauphin County, PA

Site design, surveying and land development documents for bidding, permitting and construction for the new facility. The project includes the design all new grading, hardscaped areas, stormwater collection and conveyance systems. We will also redevelop impacted roadways and parking areas to serve the area.

St. Joseph's by the Sea, New Athletic Center, Staten Island, NY

New, 2 story, 20,000 sf athletic center. The site work includes new drop off at the main entrance, new walks, driveways and parking areas.

Ocean County College, New Health Sciences Building, Toms River, NJ

New, 45,000 sf facility to house the school's expanding Nursing Program. The new building houses 800 students in classrooms, labs and additional learning space. The new building serves as a 'pass-through' from the upper to the lower campus.

Geisinger Health System, Critical Care Building, Plains Township, PA

New, 40,000 sf medical facility. The 4-story facility includes an emergency department and intensive care unit. The project included demolition of an existing building and construction of a 120-space parking facility, associated stormwater management facilities and required permitting.

Hazleton General Hospital, Addition and MRI Relocation, Hazleton, PA

Land development plans for the construction of a waiting room / vestibule and installation of a 960 sf MRI facility to the existing hospital. The design includes; layout, grading, stormwater management, utilities and relocations and erosion / sediment controls for complete infrastructure installation of the new MRI center.

Rockaway Medical Arts Complex, Queens, NY

New, 67,000 sf medical office building. The facility includes 4-stories including 1 level of parking at grade and 3 floors of offices above. The project includes demolition of an existing building and construction of an 80 space parking facility, associated stormwater management facilities and required permitting.



PATRICK MCLAINE JR., PE SENIOR CIVIL ENGINEER

With nearly 20 years of professional experience, Mr. McLaine's experience includes a wide variety of site and building types for colleges / universities, hospitals, office buildings, warehouse facilities, and apartments.

Patrick has been responsible for developing portions of subdivision and land development plans for commercial, industrial, institutional, and residential facilities. His civil engineering design background includes on-lot septic, sanitary sewer, storm sewer, and water distribution systems, culverts, detention basins, pumps, and roads.

RELEVANT EXPERIENCE

City of Scranton, Roadway Improvement Project, Scranton, PA

Roadway improvement project of 12-15 miles of roadway damaged by winter weather. The project also includes resurfacing of several collector and distributor roads and storm drainage diversion.

Laurel Street Stormwater and Paving CDBG Funded Project, Dunmore, PA

Civil design including the widening of approximately 700 lf of Laurel Street and installation of a new storm-water collection system. This project also includes the installation of new curbs, sidewalk and handicap ramps. The project is being funded through Lackawanna County using CDBG funding.

Municipal Engineer, Multiple Townships & Boroughs, PA

Reuther+Bowen is the Municipal Engineer for several municipalities in PA. General engineering services in these contracts include; design, subdivision and land development review, construction inspection and supervision, traffic/transportation engineering, storm water management services, sanitary sewer conveyance engineering, community planning, funding coordination, attend public meetings and other engineering services on an as-needed basis.

(DGS / DCNR) Lehigh Gorge State Park, New Public Access Area, White Haven, PA

New public access area at PA state park including; access to boat launch sites, walking and biking trails, vehicle and pedestrian bridges, changing facility and onsite parking. The project also includes 1.5 miles of new roadway connecting SR940 to the town of White Haven.

Township of Lower Merion, CDBG Funded Engineering Service Contract, PA

Civil and structural engineering services contract for various CDBG funded projects pertaining to infrastructure projects and residential structural deficiencies.

Lackawanna County Housing Authority, Jessup, PA

Multi-family housing project on approximately 10 acres requiring civil engineering services including complete land development, design, and approvals including approximately 2300 linear feet of new roadway. Reuther & Bowen, PC provided on-site inspection services through construction for paving and site infrastructure.

Scranton Lackawanna Industrial Building Company, Valley View Business Park Phase 1, Jessup, PA

Site design including stormwater management and erosion and sediment control plans. Prepared required documents for submissions to PA Department of Environmental Protection for NPDES permitting and the Lackawanna County Conservation District for E & S approval. Designed roadside swales and stormwater conveyance systems.

JBAS Realty, Inc., Olyphant Lofts Apartment Complex, Olyphant, PA

Prepared site land development submission including layout of parking areas and driveways, stormwater management, and erosion and sediment pollution control plans. The stormwater management system included the design of an underground storage system to allow for maximum lot build-out.

Rockaway Medical Arts Complex, Queens, NY

New, 67,000 sf medical office building including 1 level of parking at grade and 3 floors of medical offices above. The project included demolition of an existing building and construction of an 80 space parking facility, associated stormwater management facilities and required permitting.

Penn State University, Milton S. Hershey Medical Center, Combined Heat & Power Plant, Hershey, PA

Addition of 5,600 sf to the existing on-campus facilities plant to house a new cogeneration and power facility. The design required detailed coordination with the MEP Engineers due to the enhanced electrical, gas and steam requirements for the facility.

EDUCATION

Bachelor of Science— Civil
Engineering / Georgia
Institute of Technology,
Masters of Business
Administration, Fordham U.

PROFESSIONAL LICENSES

PA, NY

PROFESSIONAL AFFILIATIONS

National Society of
Professional Engineers,
Member

Pennsylvania Society of
Professional Engineers,
Member

Section 6
Cost and Price Proposal

6

reuther+bowen
Engineering, Design, Construction Services

INFORMATION TO BE INCLUDED IN ARCHITECT/ENGINEERS CONTRACT AGREEMENT.

1. MAXIMUM COMPENSATION PARAGRAPH:

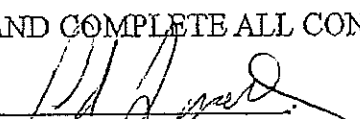
IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT WILL THE TOTAL AMOUNT OF COMPENSATION AND REIMBURSEMENT EXCEED THE MAXIMUM SUM OF \$ 20,950.00 FOR ALL SERVICES REQUIRED UNDER THIS PROJECT, UNLESS THE SCOPE OF WORK IS INCREASED BY THE CITY OF SCRANTON.

2. GENERAL TERMS & CONDITIONS:

TO BE ATTACHED TO ACKNOWLEDGED IN THE CONTRACT THAT THEY ARE A PART THEREOF.

3. SCHEDULE OF WHEN SERVICES WILL BE COMPLETED: TIME FOR PERFORMANCE:

THE ARCHITECT/ENGINEER WARRANTS AND ASSURES THE CITY OF SCRANTON THAT ALL WORK REQUIRED HEREIN WILL BE COMPLETED NO LATER THAN

DECEMBER 31, 2019, THE SCHEDULE IS TO BID THE PROJECT IN THE SECOND QUARTER OF ²⁰¹⁹~~2017~~ AND COMPLETE ALL CONSTRUCTION BY OR BEFORE DECEMBER 31, 2019. 

COST PROPOSAL

A. ROADWAY IMPROVEMENT PROJECT

BASIC DESIGN SERVICES and INSPECTION SERVICES

- Review all existing documents provided as part of the RFP.
- Activate the PA-ONE CALL system to obtain mapping and field mark out of existing underground utilities and a list of utility providers.
- Photograph existing conditions of all roadways in the contract.
- Measure roadways and prepare straight line diagrams of roadways in the contract
- Prepared design drawings
- R+B will prepare bidding documents including plans, contract and Technical Specifications. We will revise and rework master specifications and provide any additional specification sections as needed. All documents will be uploaded through the PennDOT ECMS system for bidding. R+B will attend a pre-bid conference, prepared minutes of the meeting and issue addendums as required during the process. Upon receipt of all bids R+B will review the bids to ensure all required documents are included and ultimately recommend contract award to the City of Scranton.
- Coordinate schedule with selected contractor.
- Conduct inspection and prepare daily inspection reports.
- Review, comment and approve shop drawings as provided by the contractor.
- Review and sign off on Payment Applications submitted by the contractor.
- Attend project meetings as requested by the City.
- Final project inspection with the City

PROPOSED PROFESSIONAL FEES

To complete the above scope of work, we shall be paid the below fixed fees billed monthly on a percent complete basis. Fees will be due within 30 days after the date of invoice. Unpaid fees beyond 30 days will be subject to a penalty of 1.5% compounded monthly. Reuther+ Bowen will be unable to accept credit card payments. Payments should be made by check.

A. ROADWAY IMPROVEMENT PROJECT

<u>Basic Services</u>	<u>Fixed Fee</u>
DESIGN, INSPECTION AND ADMINISTRATIVE SERVICES.....	\$20,950.00

<u>TOTAL PROFESSIONAL FEE</u>	<u>Fixed Fee</u>
	\$20,950.00

STANDARD HOURLY RATES – REUTHER+BOWEN, Effective January 1, 2019

Intern / Administrative	\$40.00
CADD Drafter	\$55.00
Inspector/Site Representative	\$60.00
Senior CADD Drafter	\$65.00
Engineer-in-Training (EIT)	\$80.00
Civil Designer	\$85.00
Engineer (PE)	\$90.00
Senior Engineer	\$100.00
Project Manager	\$115.00
Department Head	\$125.00
Associate Principal	\$135.00
Principal	\$165.00

2019 REIMBURSABLE SCHEDULE

Plotting bond @ \$.40 per square foot
 Color CAD plots @ \$4.00 per square foot
 Color graphic plots @ \$8.00 per square foot
 Digital Photo Prints @ \$1.50 per page
 Copies @ \$0.12 per copy
 Mileage @ \$0.54 per mile (or Current Federal Rate)

Note: All reimbursable expenses subject to a mark-up of 1.1. Rates quoted above are subject to change due to Vendor cost changes.

Section 7
Affidavits

7

reuther+bowen
Engineering, Design, Construction Services

PROFESSIONAL ADVICE QUESTIONNAIRE

ARCHITECT/ENGINEER

Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service.

1. Project Name/Location for which firm is filing:
City of Scranton Engineering Services
2019 Roadway Improvement Project

2a. Public Advertisement
Announcement Date, if any:

2b. Identification Number,
if any:

3. Firm Name & Address:

Reuther + Bowen, PC
326 Ward Street
Dunmore, PA 18512

3a. Name, Title & Telephone Number of Principal to Contact:

Marc Bowen, PE
Managing Principal
570-496-7020 Ext 407

3b. Address of office to perform work, if different from
Item #3:

4. Personnel by Discipline:

2 Administrative
(Secretarial/Clerical)
Architects
3 Civil Engineers
Construction Inspectors
Draftsmen

Electrical Engineers
Estimators
Landscape Architects
Mechanical Engineers
Planners: Urban/Regional

Soils Engineers
Specification Writers
9 Structural Engineers
Surveyors

1 Project Manager
3 Civil Designers
23 Total Personnel

FIRM NAME:

PROJECT NUMBER:

5. Does your firm qualify under one of the following: A. Female Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm <u>E. Small Business Firm</u>	6. Outside key consultants/associates anticipated for this project:
7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:	
a. Name and Title: David Lopatka	a. Name and Title: Tom Voglino, PE
b. Project Assignment: Project Manager/Director of Civil Engineering	b. Project Assignment: Civil Engineer
c. Name of firm with which associated: Reuther + Bowen, PC	c. Name of firm with which associated: Reuther + Bowen, PC
d. Years experience: With this firm <u>6</u> With other firms <u>23+</u>	d. Years experience: With this firm <u>4</u> With other firms <u>8</u>
e. Education: Degree(s)/Year/Specialization Bachelor of Science Degree in Business Administration, Wilkes University	e. Education: Degree(s)/Year/Specialization Bachelor of Science Degree Environmental Engineering, Wilkes University
f. Active Registration: Year first registered/Discipline	f. Active Registration: Year first registered/Discipline Professional Engineer, PA, 2009
g. Other experience and qualifications relevant to the proposed project:	g. Other experience and qualifications relevant to the proposed project:

PROJECT NUMBER:

(a) FIRM NAME:

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):		h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):			
8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)					
a. Project Name & Location	b. Nature of Firm's Responsibility:	c. Owner's Name & Address	d. Estimated Completion Time	e. Entire Project Cost:	f. Actual Fee Charged
1. City of Scranton, Roadway Improvement Project 2017	Responsible for 6.5 miles of roadway resurfacing and other borough projects.	City of Scranton 340 N. Washington Ave Scranton, PA 18503	Summer 2017 Fall 2017	\$1.4 Million	\$35,500
2. Old Forge Borough 2016 Paving Project	Responsible for 5 miles of roadway resurfacing and other borough projects.	Old Forge Borough 310 South Main St. Old Forge, PA 18518	Fall 2016 Nov. 2016	\$910,000	\$32,000
3. City of Scranton, Roadway Improvement Project 2015	Responsible for 12-15 miles of roadway resurfacing.	City of Scranton 340 N. Washington Ave Scranton, PA 18503	Fall 2016 Oct. 2016	\$2.9 Million	\$110,100
4. Laurel Street Paving and Stormwater Improvement Project, Dunmore, PA	Performed complete layout and design, upfront and technical specifications.	Dunmore Borough 400 S. Blakely St Dunmore, PA 18512	Summer 2017 Fall 2017	\$260,000	\$7,800

FIRM NAME:

PROJECT NUMBER:

9. Use this space to provide any additional information, or description of resources supporting your qualifications for the proposed project:

10. The foregoing is a statement of facts.

Date: 5/16/19

Signature:



David Lopatka, Director of Civil Engineering

Typed Name and Title

**ATTACHMENTS
DATA SUBMISSION DOCUMENTS**

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with

affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess

(8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(11) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 5-17-19

NAME OF PROPOSER: Reuther & Bowen, PC

BY: David Loputka *David Loputka*

TITLE: Director of Civil Engineering

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001

DATE: 5/17/19

NAME OF PROPOSER: Rutherford & Bowen, PC

BY David Lopatka *Dd Lopatka*

TITLE: Director of Civil Engineering

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania
COUNTY OF Lackawanna

Lisa Smith (Notary), being first duly sworn, deposes and says that:

1. He is David Lopatka, Representative

(Owner, partner, officer, representative or agent)

of Reuther + Bowen, PC, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed *De A. [Signature]*

Director of Civil Engineering
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 16 DAY OF MAY 20 19

(TITLE) *LBS [Signature]* LISA B. SMITH

MY COMMISSION EXPIRES 08-04-2020

_____, 20____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lisa B. Smith, Notary Public
City of Scranton
Lackawanna County
My Commission Expires 08-04-2020

Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

• List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.

2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.

3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.

4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.

5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION I David Lopatka, hereby state that I am (title) D of Civil for,
Engineering

Raether & Bowen, PC and am authorized to make this verification.

Signature: _____

David Lopatka

Section 8
Insurance

8

reuther+bowlan
Engineering, Design, Construction Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: Kevin Esler PHONE (A/C, No, Ext): (201) 262-1200 E-MAIL ADDRESS: certs@fenner-esler.com FAX (A/C, No): (201) 262-7810	
INSURED Reuthert+Bowen, P.C. 326 Ward Street Dunmore PA 18512-2424		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co. of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31194	

COVERAGES

CERTIFICATE NUMBER: Master 19-20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	PROFESSIONAL LIABILITY			105583317	3/18/2019	3/18/2020	PER CLAIM LIMIT AGGREGATE LIMIT \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering Services - 2018 Roadway Improvement Project

CERTIFICATE HOLDER**CANCELLATION**

City of Scranton Office of the City Controller 340 North Washington Avenue 2nd Floor Scranton, PA 18503	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kevin Esler/JEAN

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kincel & Company, Ltd. 1100 Dunham Drive P O Box 280 Dunmore, Pennsylvania 18512	Phone : (570)961-8731 Fax : (570)961-0520	CONTACT NAME: Jennifer Hlavaty PHONE (A/C, No, Ext): (570)961-8731 FAX (A/C, No): E-MAIL ADDRESS: jennifer_hlavaty@kincel.com	INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Company Of South Carolina INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 19259
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COVERAGES

CERTIFICATE NUMBER: 3641

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2243655	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2243655	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S 2243655	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC90366439	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured with regard to general liability for ongoing operations performed by named insured as required by executed contract between all parties named herein. Additional insured is restricted to parties named in the executed contract.

CERTIFICATE HOLDER**CANCELLATION**

Holder's Nature of Interest : Certificate Holder City of Scranton 340 North Washington Avenue Scranton, PA 18503	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Section 9
Addenda

9

References

Vito Ruggiero, Borough Manager
Dunmore Borough
400 S. Blakely Street
Dunmore, PA 18512
(570) 343-7611
Vito.ruggiero@dunmorepa.gov

Ms. Kathryn J. Morris / Community Development Technician
Lower Merion Township
75 East Lancaster Avenue
Ardmore, PA 19003
(610) 645-6271
kmorris@lowermerion.org

Mrs. MaryLynn Bartoletti / Borough Manager
Old Forge Borough
310 S. Main Street
Old Forge, PA 18518
(570) 457-8852
ofboromanager@comcast.net

Mr. David Bulzoni / Business Administrator
City of Scranton
City Hall
340 N. Washington Avenue
Scranton, PA 18503
(570) 348-4214
dbulzoni@scrantonpa.gov

Mr. Andy Skrip / Vice President Industrial Development
Scranton Lackawanna Industrial Development Company (SLIBCO)
222 Mulberry Street
Scranton, PA 18503
(570) 342-7711
askrip@scrantonchamber.com



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 10, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

JUN 10 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH REUTHER+ BOWEN, PC TO PROVIDE ENGINEERING
SERVICES FOR THE CITY OF SCRANTON 2019 ROADWAY IMPROVEMENT
PROJECT.

Respectfully,

Jessica L. Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A SETTLEMENT AGREEMENT BY AND BETWEEN UGI UTILITIES, INC., ("UGI") THE CITY OF SCRANTON ("CITY") AND PENNSYLVANIA PUBLIC UTILITY COMMISSION ("PUC") TO SETTLE LITIGATION FILED AGAINST THE CITY AND PUC BY UGI.

WHEREAS, on or about June 4, 2015, Council for the City of Scranton adopted Ordinance No. 102, 2015, a true and correct copy of which is attached as Exhibit "A"; and

WHEREAS, on or about September 21, 2015 UGI's predecessor in interest, UGI Penn National Gas Inc. ("UGI-PNG") filed in the Pennsylvania Commonwealth Court a Complaint in the nature of a Petition for Review, initiating an action captioned as UGI Penn Natural Gas Inc. v. City of Scranton and Commonwealth of Pennsylvania Department of Transportation and Pennsylvania Public Utility Commission Docket No. 477 MD 2015 challenging certain aspects of the June 2015 Ordinance attached hereto as Exhibit "B"; and

WHEREAS, a Settlement Agreement by and between UGI-PNG, the City and PUC is proposed as attached hereto as Exhibit "C".

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are authorized to execute and enter into a Settlement Agreement by and between UGI Utilities, Inc., ("UGI"), the City of Scranton ("CITY"), and Pennsylvania Public Utility Commission ("PUC") to settle litigation filed against the City and UGI by executing the Settlement Agreement marked as Exhibit "C" attached hereto.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

2015

AN ORDINANCE

AMENDING THE ADMINISTRATIVE CODE OF THE CITY OF SCRANTON
CHAPTER 412 STREETS AND SIDEWALKS, SECTION III GOVERNING
EXCAVATIONS BY MAKING ADDITIONS, DELETIONS, RELETTERING AND
CHANGING THE NAME OF THE DEPARTMENT IN PORTIONS OF SECTION 111
RELATING TO EXCAVATIONS IN ORDER TO BRING THE CODE UP TO DATE.

WHEREAS, Chapter 412 of the Administrative Code of the City of Scranton Section III governs excavations by defining and regulating street excavations and openings, setting requirements for approval, issuance or disapproval permit applications and fees;

WHEREAS, Chapter 412 Section III was last updated in 1995, it is in the best interest of the City to bring the code up to date.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Chapter 412 Streets and Sidewalks, Section III Governing excavations is hereby amended to read as follows:

Chapter 412. STREETS AND SIDEWALKS

Article III. Excavations

§ 412-11. Definitions and word usage.

Amended by adding the following definitions under Section B:

SQUARE YARD

Surface space that measures out to the equivalent of a square 1 yard (3 feet) wide by 1 yard (3) feet long. There are 9 square feet to a square yard.

DISTURBANCE

Any change in the road surface that alters the pre-existing conditions

§ 412-12. Street opening permit required; exceptions.

a new Paragraph B was added, which required the following re-lettering Section B to C, and Sections C,D, & E to D, E & F respectively as follows:

B. Upon completion of a street paving/resurfacing project, by any entity, the City of Scranton will not allow the street to be excavated for any reason for five (5) years, except for emergency situations. (This includes any and all activities defined as upgrades, improvements and/or maintenance to utility systems.) Permits will not be issued to any entity that is desirous in conducting excavations on a street within a five year period following a paving/resurfacing of city streets. permit applications and fees;

[Amended 7-12-1995 by Ord. No. 111-1995]

C. Any person working in the vicinity of any city street who in any manner disturbs such street or who in any manner causes damage to a street shall be required by this Article to obtain a permit and correct this damage in accordance with the directives of the Department. Street opening permits are not required for persons excavating adjacent to the curb for the express

EXHIBIT

tabbies

"A"

CERTIFIED COPY

Li-Rad City Clerk

introduced at Council on Rules
referred to Committee on

May 21, 2015

City Clerk

Committee on Public Works reports favorably on the
within ordinance

Chairman

STAFF ORDER:
May 28, 2015

purpose of installing or replacing sidewalks and/or curbs provided a curb and sidewalk permit has been obtained prior to such work through the Department of Licensing, Inspections and Permitting.

D. All city departments and city corporate authorities shall not be required to obtain a permit when work is to be completed by city personnel.

E. All contractors or subcontractors performing work under contract for the city, city corporate authority, Commonwealth of Pennsylvania or the federal government shall obtain a permit for street excavation work.

In Section F deletion made and changed to read as follows:

F. Any person who shall desire to make an opening or excavation in any PennDOT street within the city limits shall obtain a permit from the city in addition to obtaining a permit from PennDOT. The PennDOT permit may be obtained from the offices of Maintenance District 4-0, Pennsylvania Department of Transportation, O'Neill Highway, Dunmore, Pennsylvania, 18512. In the case of any leak, explosion or other accident in any subsurface pipe, line, construction or apparatus, it shall be lawful for the person owning or responsible for such pipe, line, construction or apparatus, to commence an excavation to remedy such condition before securing a permit, provided that application for a permit shall be made immediately and not later than the next business day thereafter and that all other provisions of this Article are fully complied with.

§ 412-13. Application for permit; insurance; fee.

Addition made to Section H and new Sections J and K added as follows:

H. Street opening permit fee. Any person who desires to do any street opening or excavation of a street shall pay the sum of one hundred twenty-five dollars (\$125) plus inspection fees. Any street opening or excavation shall be computed to the nearest whole square yards of excavation for purposes of computing the inspection fee. See table 1 for inspection fee schedule.

I. The work authorized by the permit is subject to all provisions of the Act of December 10, 1974, P.L. 852, No. 287, § 1 et seq., *Editor's Note: This Act was repealed December 12, 1986, by P.L. 1574, No. 172. See now 73 P.S. § 182.2 et seq.* as amended or supplemented from time to time. It shall be the permittee's responsibility to contact the utilities that have recorded their facilities in compliance with said Act. A partial list of utilities providing services in the city and their office addresses may be obtained from the County Recorder of Deeds.

J. Inspections Documentation: The City of Scranton shall create and maintain appropriate documentation as a work-order inspection tracking ticket. This document shall be issued to the City Inspector when a permit is issued by the City of Scranton and shall be maintained for compliance by the Department of Public Works and the City Inspectors as assigned to perform the required activity. This document shall be in effect whole until the work is completed and accepted by the agent/inspector of the City of Scranton.

K. Copies of Permits and work order inspection tracking ticket shall be issued and maintained by the Department of Public Works. Each Permit and work order inspection tracking ticket shall be maintained for no less than (7) years. Each permit issued shall be maintained together with its work order inspection tracking ticket following the completion of work and inspection.

§ 412-14. Completion requirements; street improvements; exception.

Department name changed to Department of Public Works throughout the paragraph and City's Business Administrator also added to last line of paragraph.

The Department of Public Works shall give timely notice to all persons owning property abutting on any street within the city about to be paved or improved and to all public utility companies operating in the city and all such persons and utility companies shall make all water, gas or sewer

connections, as well as any repairs thereto, which would necessitate excavation of said street within thirty (30) days from the giving of such notice, unless such time is extended, in writing, for cause shown by the Department of Public Works. New paving shall not be opened or excavated for a period of five (5) years after the completion thereof, except in the case of an emergency, the existence of which emergency and the necessity for the opening or excavation of such paving to be determined by the Department of Public Works. Any person who desires to excavate a street for a utility within five (5) years after completion of the paving shall make written application to the Department of Public Works, and a permit for such opening shall be issued only after express approval of the Department of Public Works & City's Business Administer.

§ 412-15. Manner of completion.

Addition made to first paragraph, two (2) new paragraphs added after first paragraph, addition made to fourth paragraph and a new fifth paragraph added.

Any person who shall open or excavate any street in the city shall thoroughly and completely refill the opening or excavation in such a manner as to prevent any settling thereafter and shall restore the surface to the same condition as it was before the opening or excavation, and such restoration shall be in accordance with the specifications of the Department of Transportation of the Commonwealth of Pennsylvania which are hereby adopted as specifications of the city for restoration of surfaces of streets in the city, as restored; the surface shall conform to the proper grade and be of the same surface covering as the part of the thoroughfare immediately adjoining the opening. Any Street or Court that has received Bituminous resurfacing (Paving) within a (5) five year period shall be milled to a 1.5" Depth and resurfaced with appropriate material with (Scratch Leveling Course) and (Wearing Course 1 ½") Depth curb to curb and 10 feet beyond the farthestpoint of the Pave cut edge in any direction by any person who shall open or excavate any Street or Court for any purposes, this includes emergency related work. All restoration work shall be completed within and no later than (30) thirty Days from the day recorded of the excavation.

Trenching Excavations in lengths equal to the road surface and in parallel or otherwise to the road surface shall have the same restoration requirements as for Pave cuts above for the Manner of Completion.

If any Street or Court with a surface area older than (5) five years has more than 10 % of disturbance in the surface area of any (1) one city block limits following any excavations, the road surface shall have the same restoration requirements as for Pave Cuts above for the Manner of Completion. Or if two (2) pave cuts are made less than one-hundred (100) feet apart, the entire area between the two (2) pave cuts and including the two (2) pave cuts shall be milled and resurfaced as described above for a width of one-half the street/court width, (ie: nearest Curb to Centerline). If the repair excavation crosses the centerline of the street/court, then the mill and resurfacing shall be for the full width of the street/court (curb to curb) for the entire length of work area.

If within five (5) years after the restoration of the surface as herein provided defects shall appear, the applicant shall reimburse the city for the cost of all necessary repairs to the permanent paving, or as directed by the City of Scranton may be required to re-construct the road surface of the Pave cut area to meet compliance.

Pavements Markings: Any person who shall open or excavate any street/court in the city shall thoroughly and completely replace all pavement markings to its pre-existing condition within 5 days following the resurfacing of the street/court.

§ 412-16. Requirements for work; correction of unsatisfactory work; completion of incomplete work.

E.. If the permittee opens pavement having a bituminous concrete surface, the permittee shall, in addition to the requirements contained herein, overlay the pavement in accordance with the following conditions:

In Section E (1) the longitudinal opening changed from 10 to 100 linear feet, Curb to Curb and Department of Public Works added.

(1) When a longitudinal opening longer than one hundred (100) linear feet has been made in the pavement, the permittee shall overlay the lane or lanes in which the opening was made, for the entire length of roadway that was opened Curb to Curb in a manner authorized by the Department of Public Works.

In Section E (2) the number of transverse openings increased from 2 to 3, linear feet of pavement changed from 10 to 100, 10% changed to 25% and Curb to Curb was added to the end of the sentence.

(2) When three (3) or more transverse openings have been made in the same lane within one hundred (100) linear feet of pavement and when the openings occupy more than twenty five percent (25%) of the road surface between the openings, the permittee shall overlay the lane or lanes in which the openings were made, for the entire length of roadway between the first and last opening Curb to Curb.

In Section E (3) two and twenty-five hundredths inches (2.25") was added and Department name changed to Department of Public Works.

(3) If disturbed lanes adjacent to undisturbed lanes are overlaid, the edge of the disturbed lane shall be saw cut and milled to a depth of two and twenty-five hundredths inches (2.25") or to the depth of the existing surface course, whichever is less, for the length of the opening to ensure a smooth joint, with proper elevation and cross section. A full width overlay will be required if the undisturbed lane is severely deteriorated as determined by the Department of Public Works.

In Section F Department name changed to Department of Public Works.

F. No tunneling shall be allowed without the express approval of the Department of Public Works and permission therefore endorsed upon the permit. The backfilling of a tunnel excavation shall be made only in the presence of the Department of Public Works, or an inspector designated by him, and shall be done only in a method approved by him.

In Section G changes made and remainder of information in Section G deleted.

G. All openings or excavations shall be backfilled immediately with excavatable flowable fill or select granular material (2RC). The materials, mix design and construction shall conform to the specifications below.

- Excavatable flowable fill shall be in accordance with Section 220 Flowable Backfill of PennDOT's Pub. 408 most current edition.
- Select Granular Material (2RC) shall be in accordance with Section 703.3 Select Granular Material (2RC) of PennDOT's Pub. 408 most current edition.

If 2RC backfill is used, the pavement restoration will include eight (8) inches of Bituminous Base Course. The Bituminous Base Course shall be in accordance with Section 309 or 311 of PennDOT's Pub 408 most current edition.

In Section H change made (unless dictated by Weather and availability).

H. No temporary paving or cold-patch premix used as a temporary filling in a street opening or an excavation shall be permitted (unless dictated by weather and availability). Permanent paving shall be installed immediately after the excavatable flowable fill has set on the select granular material (2RC) has been properly placed.

In Section I change made Temporary Traffic Control Guidelines.

I. On concrete base streets, such base shall be replaced with concrete and the minimum size of the opening or excavation shall be sixteen (16) square feet. During the making of any excavation in the street, every necessary and reasonable precaution shall be taken by the applicant and the parties making the same to keep the street in a safe and passable condition both day and night by guards, barriers, lanterns and other devices, and all excavating permits granted hereunder are granted under and subject to the express condition that the person to whom the same is issued shall indemnify, save and keep harmless the city from any loss in damages, or otherwise whatsoever, which may or shall be occasioned at any time by said excavation or by any leak, explosion, or other injury from any pipe, apparatus, conduit or any other matter placed in said excavation. Said excavation shall be done in conformity with Ord. No. 20-1992 whereby the city requires that all utility and construction/maintenance work done on streets, roads, and alleys in the City of Scranton and all utility, construction, or maintenance work done within state highway rights-of-way be done in accordance with Temporary Traffic Control Guidelines "PennDot Publication 203," and any and all amendments and supplements thereto.

In Section J name changed to Pave Cut Inspector.

J. The applicant shall notify the Pave Cut Inspector when the opening or excavation is ready for backfilling before any backfilling is done, when backfilling work is completed and when the street has been permanently restored so that inspections may be made.

In Section K Department name changed to Department of Public Works.

K. In the event that any work performed by or for a permit holder shall, in the opinion of the Department of Public Works be unsatisfactory and the same shall not be corrected in accordance with his instructions within the time fixed by him, or in the event that the work for which the permit was granted is not completed within the time fixed by the Department of Public Works, the city may proceed to correct such unsatisfactory work or complete any such work not completed, and charge the cost thereof, plus twenty percent (20%) to such owner or person.

§ 412-20. Applicability.

The provisions of the Article shall not apply to laying sidewalks or curbs.

The City of Scranton reserves the right to deny the issuance of future street opening permits to any person or entity who violates the provisions of this ordinance.

The following Table was added to include a breakdown of Inspection Fees.

Table 1 Inspection Fee	Inspection Rate of Fee in Dollars <u>per Square Yard</u> of Streets Constructed, Reconstructed or Resurfaced. Inspection Rates are applied to all Permits issued including all emergency situations or approved exceptions .
------------------------	--

Total Square Yards to Be Excavated	Inspection Fee (Dollars)	Total Square Yards to Be Excavated	Inspection Fee (Dollars)
1	\$50.00	24-25	\$324.00
2	75.00	26-27	342.00
3	100.00	28-29	360.00
4	125.00	30-34	396.00
5	150.00	35-39	438.00
6	160.00	40-44	477.00
7	170.00	45-49	516.00
8	180.00	50-54	552.00
9	190.00	55-59	588.00
10-11	198.00	60-69	624.00
12-13	216.00	70-79	855.00
14-15	234.00	80-89	765.00
16-17	252.00	90-99	822.00
18-19	270.00	100	846.00
20-21	288.00	101	858.00
22-23	306.00	Or Grater	846+12.00 x (s.y. over 100)

Notes:

The number of Square Yards of Excavation shall be computed to the nearest whole square yard.

Minimum fee shall be equal to fee 1 square yard.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.


Passed by the Council

June 4, 2015

Receiving the Affirmative votes of Council Persons

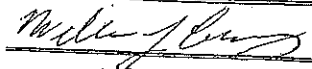
Wechsler, Rogan, Evans, Gaughan, McGoff

Negative NONE



President

Approved 6-5-15



Mayor



City Clerk
Certified Copy



Commonwealth Court of Pennsylvania

Kristen W. Brown
Prothonotary
Michael Krimmel, Esq.
Chief Clerk of Commonwealth Court

Pennsylvania Judicial Center
601 Commonwealth Avenue, Suite 2100
P.O. Box 69185
Harrisburg, PA 17106-9185
www.pacourts.us

September 30, 2015

NOTICE OF FILING PETITION FOR REVIEW OR COMPLAINT

RE: UGI Penn Nat. Gas v. City of Scranton et al
477 MD 2015
Filed Date: September 21, 2015

A Petition for Review has been filed in the original jurisdiction of the Commonwealth Court of Pennsylvania. The docket number is endorsed on the enclosed cover page of the Petition for Review. The date of filing is on the top of this notice.

Responsive pleadings and motions filed in compliance with the appropriate rules of procedure should be addressed to the office shown on the attached page.

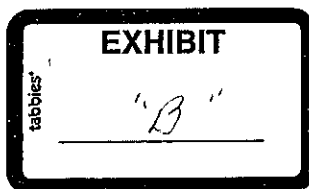
Any motions or applications filed should include a proposed order. Answers to motions or applications should also include a proposed order. Failure to provide a proposed order may result in the matter being returned to you for compliance. The Commonwealth Court docket number must be on all correspondence and documents filed with the Court.

The addresses to which you must transmit all documents are set forth on the last page of this notice.

If you have special needs, please contact this court in writing as soon as possible.

<u>Attorney Name</u>	<u>Participant Name</u>	<u>Participant Type</u>
Kevin T. Fogerty, Esq.	UGI Penn Natural Gas, Inc.	Petitioner

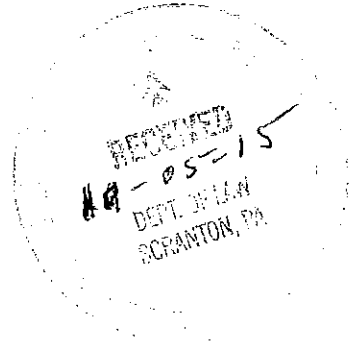
Enclosure



Address all written communications and direct all filings to:

Office of the Chief Clerk
Commonwealth Court of Pennsylvania
Pennsylvania Judicial Center
601 Commonwealth Avenue, Suite 2100
P.O. Box 69185
Harrisburg, PA 17106-9185
(717) 255-1650

Filings may be made in person between 9:00 a.m. and 4:00 p.m. (except Saturdays, Sundays, and holidays observed by the Pennsylvania courts), by mail as provided by general rules, or as otherwise permitted by general rules of court.



City of Scranton
340 N. Washington Avenue
Scranton, PA 18503

AOPC 5106 Rev.09/30/2015

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of this ___ day of January, 2019, (the "Effective Date") by and between the following parties:

-- **UGI Utilities, Inc.**, successor in interest by merger to UGI Penn Natural Gas Inc. (hereinafter "UGI"), a Pennsylvania corporation, having a place of business at 1 UGI Drive, Denver, PA 17517; and

-- **City of Scranton**, a Second-Class City of the Commonwealth of Pennsylvania, having a place of business at 304 N. Washington Avenue, Scranton, PA 18503.

-- **Pennsylvania Public Utility Commission**, having a place of business at 400 North Street, Keystone Building, Harrisburg, PA 17120 (the "PUC")

The entities which are parties hereto shall herein be referred to as "a/the Party"), and all parties collectively shall be referred to as "the Parties".

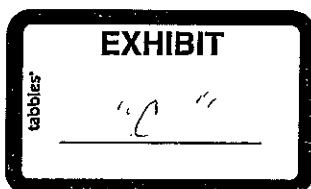
BACKGROUND

UGI is a "public utility" and a "natural gas distribution company" as those terms are defined in 66 Pa.C.S. §§102 and 2202, and a "public utility corporation" within the intendment of 15 Pa.C.S. §1511(e), providing natural gas distribution service to residential, commercial, industrial and institutional customers in a service territory encompassing all or portions of 44 counties in eastern and central Pennsylvania, including the City of Scranton, where UGI provides natural gas distribution service to various residential and commercial customer accounts.

The City of Scranton is a Second-Class City in the Commonwealth of Pennsylvania.

On or about June 4, 2015, Council for the City of Scranton adopted Ordinance No. 102-2015 ("the June 2015 Ordinance"), a true and correct copy of which is attached as Exhibit "A" to this Agreement.

On or about September 21, 2015, UGI's predecessor in interest, UGI Penn Natural Gas Inc. ("UGI-PNG") filed in the Pennsylvania Commonwealth Court a Complaint in the nature of a Petition for Review, initiating an action captioned as *UGI Penn Natural Gas, Inc. v. City of Scranton and Commonwealth of Pennsylvania Department of Transportation and Pennsylvania Public Utility Commission* – Docket No. 477 MD 2015 (Pa. Cmwlth. Ct.) ("the Commonwealth Court case") challenging certain aspects of the June 2015 Ordinance. A substantial impetus for UGI-PNG initiating the Commonwealth Court case was the fact that, in addition to its more general public service requirements, it is required, under certain agreements and understandings with the PUC, to perform certain work to upgrade utility facilities within various municipalities (hereafter each a "Betterment Project," and collectively "Betterment Projects").



During the course of the Commonwealth Court case, and following considerable discovery, the Parties have reached an understanding and agreement intended to resolve all issues raised in the Commonwealth Court case.

That resolution, though was reached after partial summary relief was granted and entered, in the form of entry of judgment on the claims alleged by UGI in the Commonwealth Court case, challenging the City's right and authority to impose requirements and regulate public utilities regarding streets under the jurisdiction and authority of the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"), that relief having been granted by Orders entered February 13, 2017 and March 28, 2017, on PennDOT's and UGI's Motion for Partial Summary Relief (Motion for Judgment on the Pleadings), striking Sections 412-12 (E) and 412-12(F) of the June 2015 Ordinance.

This Agreement is intended to set forth the terms and conditions pursuant to which the remaining Parties have resolved the issues and disputes between them relating to the June 2015 Ordinance, as well as the Commonwealth Court case.

TERMS AND CONDITIONS

1. **Incorporation of Background; Intending to Be Legally Bound Hereby** - The Parties incorporate herein by reference the statements, definitions and descriptions set forth in the Background Section of this Agreement as if fully set forth herein.

The Parties further acknowledge and agree that each is entering into this Agreement for the good and valuable consideration recited herein, and intending to be legally bound hereby.

2. **Modifications and Amendments to the City's Ordinances** -As material terms and conditions of the settlement reached between the Parties, the City agrees that it will enact and adopt as promptly as possible, in accordance with the provisions of applicable law, the following amendments and modifications to its Ordinances, including but not limited to the June, 2015 Ordinance.

a. The City's Ordinances will be amended so the road-opening Permit Fee is \$125.00 to be assessed per City block; so, for example, the Permit Fee would be \$125.00 if there was one road opening in a City block, or if there are ten openings in a City block.

Further, the phrase "City block" will be defined to mean the distance between the center line of the two streets which form an intersection, with those streets having a width of at least 25 feet; the point of this requirement is to make it clear that smaller side streets or alleys -- between two City-block intersections -- would not be considered in the definition of a City-block.

This change would be accomplished by amending Section 412-13.H, of the June 2015 Ordinance so it no longer states the Fee is for "any street opening or excavation" . .

.” and also stating that the one Fee applies to and covers however many openings there may be within a particular City-block.

Further, Section 412-11 of the June, 2015 Ordinance shall be amended to delete the references to inspections being encompassed by the Permit Fee, as the separate Inspection Fee is covered in subparagraph b. below.

b. The Inspection-Fee provisions under the June, 2015 Ordinance will be revised to be consistent with the applicable PennDOT standard, i.e. \$40.00 per 100 lineal feet of pave cut, which would be calculated and paid at the time of submission of the Permit Application.

c. The parties acknowledge and agree that (i) whatever fees have been paid to date by UGI for calendar years 2017, 2018 and 2019 (reflecting reduced fee amounts which have been paid since in or about December, 2016) and all amounts paid to the Effective Date by UGI shall be accepted by the City in full satisfaction of any and all fees alleged to be due and payable in connection with any pave cuts conducted prior to the Effective Date of this Agreement, and (ii) fees consistent herewith shall be paid by UGI from the Effective Date of this Agreement going forward.

d. Following the Effective Date, on all City Streets (rights-of-way) for which UGI and the City have not both scheduled paving work, (i) if UGI open cuts a road, the City agrees to accept as satisfactory, the restoration by UGI of any such openings to the lesser of the applicable City Standard and the applicable PennDOT Standard, and (ii) if UGI creates an open cut in such a way that under the lesser of the City’s requirements and the PennDOT Standard, UGI would be required to pave to the center line (assuming its cut(s) disturb(s) only one side of the roadway), UGI will calculate and contribute to the City its share (“the UGI Contribution”), of the cost of paving to the center line, and the City would be responsible to perform and pay for any curb-to-curb restoration, and UGI would not be responsible for the costs of that curb-to-curb restoration, in recognition of having made the UGI Contribution. If no request is made by the City for a financial contribution from UGI by on or before the bidding of the project/job by UGI, then UGI will perform the repaving to the centerline of the road and it shall not be obligated to make any UGI Contribution, and the City shall be responsible to otherwise pave and restore the street beyond UGI’s restoration.

e. UGI shall receive and be entitled to a One Hundred Thousand and 00/100 (\$100,000.00) Dollar credit against future City Permit and Inspection Fees, which would be allocated over a five-year period (meaning up to a maximum of \$20,000.00 per year). Further, if, in any one of those five years the permit and inspection fees would be less than \$20,000.00, the balance would carry forward for use by UGI in subsequent years (again though, up to a maximum of \$20,000.00 per year). For example, if \$20,000.00 was applied in years 1, 2, 3 and 4, but in year 5 UGI incurred only \$10,000.00 of Permit and Inspection Fees, then the remaining \$10,000.00 of credit available for that year would carry over to year 6.)

f. The City would not seek to modify the Permit and Inspection Fees assessed against UGI at the rates referred to in this Agreement, for a period of at least three (3) years ("the Moratorium" and "the Moratorium Period") from the Effective Date, in consideration of the fact that UGI is, as part of this settlement, waiving and releasing its claim for the remaining balance -- after deducting the \$100,000.00 credit to be afforded to UGI pursuant to subparagraph e. above -- of the \$542,771.00 amount it contends to have been Permit Fee overpayments for which it was assessed and paid prior to December, 2016.

Provided however, nothing herein shall be deemed or construed to prevent the City from amending its Ordinances, with respect to Permit and/or Inspection Fees applicable to other entities which may enter upon and open public rights-of-way;

Provided however, nothing herein shall be deemed to bar or preclude UGI from challenging any Ordinance provisions adopted or put into effect subsequent to the three-year Moratorium Period if the City attempts to apply them to UGI.

g. The parties would agree to cooperate in good faith to coordinate street opening and repaving projects.

More specifically, at the City's request, UGI will meet with City representatives regarding future anticipated Betterment Projects, to discuss public outreach and education efforts, and how best to handle City resident complaints concerning UGI projects in the City. Additionally, UGI will provide a designated operations representative for the City to contact for all matters regarding paving, gas service to Scranton residents, and any other undertaking by UGI within the City.

Provided further, the City will delay selecting streets for its annual paving projects until such time as its representatives are able to meet with utility companies, and in particular, UGI, to learn of utility projects throughout the City for the upcoming year. Further, the City will not plan any paving projects on streets where the utility companies have upcoming projects, in order to avoid problematic and wasteful situations in which the City paves the street only to have the street opened by a utility company within a short time period thereafter.

h. In carrying out the provisions of subparagraph g. above, the City shall provide UGI, on a periodic basis, no less than quarterly (meaning every three months) its updated road-paving schedule. UGI will then respond by attempting to coordinate with that schedule its Betterment Projects, and the City agrees it will not remove items from its list to attempt to force UGI to repave more than its reasonable and fair share.

Provided further, if UGI performs a Betterment Project ahead of a scheduled City paving project, and the City cancels the repaving, UGI is only required to fill excavations with compacted base materials, and the City is responsible to complete repaving. If the City updates/modifies its repaving schedule in a manner which does not afford UGI sufficient time to obtain approval for a new ahead-of-municipality-project, then UGI will only be responsible to pave the portion of the road which it disturbs, and not curb-to-curb.

Provided further, the City agrees to accept as satisfactory, restoration by UGI of any street openings, to the lesser of the applicable City standard and the applicable PennDOT standard; except however, if the City insists on curb-to-curb re-paving for a particular street opening, UGI will reimburse the City for the cost UGI would have incurred if it had followed whichever lesser standard was applicable regarding paving, and the City would be responsible for the costs of repaving curb-to-curb.

i. Notwithstanding any time schedules referred to in the June, 2015 Ordinance regarding UGI's completion of paving for road opening projects, it is acknowledged, understood and agreed that any such timeframes shall be subject to weather conditions, contractor-scheduling capabilities and any other matters beyond UGI's reasonable control.

j. Subject to the provisions of subparagraphs g. and h. above, the following work and restoration standards shall apply to all newly repaved City streets which UGI may be required to open.

NEW BUSINESS GAS SERVICES - If a customer requests gas service after the road has been paved, UGI will be allowed to provide the gas service and restoration will be done with the normal one foot cut back, compaction in lifts, base and top.

EMERGENCY WORK INCLUDING GAS SERVICE RENEWALS, LEAKS ON GAS MAINS, OTHER SIGNIFICANT MAINTENANCE – For any of these type work/projects, following new paving, and within five years of the pave date will require same restoration as New Business Gas Service unless in the travel lane, in which case it will require restoration of the cut and mill and overlay of five feet on either side of the cut and from the center lane to the curb, or if the cut crosses the center lane, full width curb to curb.

CORE RESTORATION - Will continue to be allowed where possible, no additional restoration required.

MINOR MAINTENANCE (making valves accessible, fixing boxes, lids, typically less than 4 sq. ft.) – Re-top the cuts and tar.

k. The City agrees that UGI's work performed in Mulberry, Wheeler and Linden Streets within the City has been acceptably restored in accordance with the PennDOT standards, and that UGI need not perform any additional work on those streets beyond what it has performed to date. If the City wishes to repave these streets curb-to-curb it would do so at its own expense.

l. Sections 412-12E and 412-12(F) shall be deleted from the June 2015 Ordinance, consistent with the prior Commonwealth Court Orders striking those provisions. In addition, the City agrees it will at no time attempt to regulate or exercise authority to control over any aspect of UGI's occupancy of PennDOT streets/highways located within the City.

3. **Approval by Commonwealth Court** – It is acknowledged and agreed that the effectiveness and validity of this Agreement shall be conditioned upon the Parties submission of this Agreement to the Pennsylvania Commonwealth Court, which each shall cooperate in so doing, for entry of an Order approving and adopting these terms such that they are thereafter enforceable as an Order of Court.

4. **No Admission of Liability** - Nothing in this Agreement, or in any action taken to implement this Agreement, or otherwise pursuant to this Agreement, shall constitute or be deemed or construed to constitute an admission by any Party hereto as to any liability or fault with respect to any claims and/or defenses made or threatened in or in connection with the Commonwealth Court case.

5. **Changes and Modifications Must be in Writing** - This Agreement may not be modified, amended, or otherwise changed in any way except in a writing signed by all Parties; provided further, each Party hereto agrees as a material condition hereof and in consideration for the other Parties' promises and obligations, that it will never in any legal proceedings argue, contend or allege that there has been any non-written modification of this Agreement.

6. **Binding Upon Successors, Etc.** - This Agreement shall be binding upon and inure to the benefit of the Parties and each one's personal representatives, heirs, beneficiaries, successors and assigns.

7. **Applicable Laws; Jurisdiction and Venue** - This Agreement shall be governed by and construed under and in accordance to the substantive laws of the Commonwealth of Pennsylvania, excluding its conflicts-of-laws principles. Any disputes or disagreements arising out of, relating to, or connected with this Agreement and/or the June 2015 ordinance and/or UGI use and occupancy of City rights-of-way, including any of the Parties' rights, entitlements, duties, obligations and/or liabilities hereunder, shall be and remain subject to the exclusive jurisdiction and venue of the Pennsylvania Commonwealth Court.

8. **Execution and Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. A signature transmitted by facsimile or other electronic means shall be considered an original.

9. **Entire Agreement; Prior Communications, Agreements, etc. Superseded and Extinguished** - This Agreement supersedes and terminates any and all prior or contemporaneous oral or written agreements between or among any of the Parties hereto, all of which shall be deemed merged herein and extinguished hereby. Provided further, this Agreement sets forth the entire understanding and agreement of the Parties with respect to the matters set forth herein, and there are no promises, representations, warranties, agreements, or undertakings, (written or verbal), between or among any of the Parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.

10. **Product of Mutual Negotiation and Draftsmanship** - This Agreement is the product of negotiations among the Parties and each one's counsel, and as a consequence, in construing the provisions of this Agreement, no inference or presumption shall be drawn against

any Party on the basis of which party or its attorney may have drafted any portion of this Agreement, and further, the doctrine of contract interpretation relating to ambiguities being interpreted against the drafter of the document shall not be applicable.

11. **Adoption By Appropriate Municipal Actions and Authority** – The City warrants and represents, recognizing that UGI is materially relying thereon in entering into this Agreement, that the terms of this Agreement have been authorized and approved by all necessary and appropriate municipal action and authority, including by Resolution and/or Ordinance, as may be applicable, so as to be binding and enforceable on the City, whether approved by City Council, authorizing the Mayor of the City to execute this Agreement on its behalf.

In that regard, a true and correct copy of the appropriate Resolution and/or Ordinance approving and adopting the terms of this Agreement is attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, and representing that each has authority to execute this Agreement on behalf of its respective Party, has executed this Agreement effective as of the Effective Date.

UGI UTILITIES, INC.

[witness]

By: _____
Name:
Title:

Date: _____

(Remaining Signatures on next page)

CITY OF SCRANTON

[witness]

By: _____
Name:
Title:

Date: _____

PENNSYLVANIA PUBLIC UTILITY COMMISSION

[witness]

By: _____

Name:

Title

Date: _____



DEPARTMENT OF LAW

PENNSYLVANIA CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 6, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

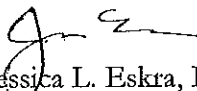
JUN 10 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
SETTLEMENT AGREEMENT BY AND BETWEEN UGI UTILITIES, INC., ("UGI")
THE CITY OF SCRANTON ("CITY") AND PENNSYLVANIA PUBLIC UTILITY
COMMISSION ("PUC") TO SETTLE LITIGATION FILED AGAINST THE CITY
AND PUC BY UGI.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

APPROVING AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A SETTLEMENT AND MUTUAL GENERAL RELEASE WITH 500 LACKAWANNA DEVELOPMENT COMPANY CONCERNING PROJECT NO. 400.14 FROM THE URBAN DEVELOPMENT ACTION GRANT PROGRAM FOR A LOAN IN THE AMOUNT OF \$550,000.00, PASSED BY RESOLUTION NO. 39, 2006.

WHEREAS, the City of Scranton Office of Economic and Community Development entered into a Loan Agreement on April 19, 2006 with 500 Lackawanna Development Company for a loan in the amount of five hundred and fifty thousand (\$550,000.00) dollars from the Urban Development Action Grant Program as part of a project to revitalize and redevelop the 500 Block of Lackawanna Avenue; and

WHEREAS, on July 12, 2006, 500 Lackawanna Development Company executed a promissory note in the amount of five hundred and fifty thousand (\$550,000.00) dollars; and

WHEREAS, on or about August 4, 2006, 500 Lackawanna Development Company endorsed the loan proceeds in the amount of five hundred and fifty thousand (\$550,000.00) dollars to the City to be used in posting of a bond by the Redevelopment Authority of the City of Scranton in order to commence Declaration of Takings on properties located at 500, 504 and 506 Lackawanna Avenue in connection with the redevelopment project of the 500 Block of Lackawanna Avenue; and

WHEREAS, as part of 500 Lackawanna Development Company agreement with the City, 500 Lackawanna Development Company was to complete improvements with a cost of at least two million dollars to properties located at 500, 504, 506 Lackawanna Avenue and other properties on the 500 Block of Lackawanna Avenue; and

WHEREAS, the Redevelopment Authority of the City of Scranton had negotiated the acquisition of the parcel of land located at 500 Lackawanna Avenue (Pin# 15635-010-023) utilizing part of the loan proceeds endorsed and paid over to the City; and

WHEREAS, the Redevelopment Authority had transferred the property located at 500 Lackawanna Avenue (Pin# 15635-010-023) to 500 Lackawanna Development Company as part of plan to revitalize and redevelop the 500 Block of Lackawanna Avenue; and

WHEREAS, the City was unsuccessful in the remaining Declaration of Taking Actions filed to parcels 504 and 506 Lackawanna Avenue; and

WHEREAS, the 500 Lackawanna Development Company has satisfied the necessary job creation requirements pursuant to said loan agreement has redeveloped properties on the 500 Block of Lackawanna Avenue; and

WHEREAS, the City and 500 Lackawanna Development Company wish to amicably settle any and all differences and disputes they may have regarding the loan in the amount of five hundred and fifty (\$550,000.00) dollars for the City to 500 Lackawanna Development Company, the unsuccessful Declaration of Taking actions and the title to the property located at 500 Lackawanna Avenue, currently owned by 500 Lackawanna Development Company.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to enter into a Settlement Agreement and Mutual General Release substantially in the forms attached as Exhibit "A", and other required documents as needed.

SECTION 1. Full execution and delivery of said Settlement Agreement and Mutual General Release attached as "Exhibit A" by 500 Lackawanna Development Company is condition precedent to the City entering into this agreement.

SECTION 2. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 3. This Resolution shall become effective immediately upon approval.

SECTION 4. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



June 5, 2019

Via Hand Delivery
Jessica Eskra, Esquire
340 North Washington Avenue
4th Fl., Law Department
Scranton, PA 18503

**Re: Settlement Agreement and Mutual Release
City of Scranton, OECD and 500 Lackawanna Development Company
Project No. 400.14, Urban Development Action Grant Program**

Dear Attorney Eskra:

The City of Scranton, specifically OECD, wish to amicably settle all differences and disputes by authorizing the Settlement Agreement and Mutual General Release as outlined in the enclosed legislation.

OECD is requesting that you review the attached Resolution and submit it to City Council for approval.

Please do not hesitate to contact me if you should need additional information.

Sincerely,

Mary-Pat Ward
Executive Director

/mpw

**SETTLEMENT AGREEMENT
AND
MUTUAL GENERAL RELEASE**

THIS AGREEMENT is made this ____ day of _____, 2019, by and between the City of Scranton, a Pennsylvania municipal corporation; City of Scranton Office of Economic and Community Development, a Pennsylvania municipal organization and the Redevelopment Authority of the City of Scranton, a Pennsylvania municipal organization (hereinafter collectively referred to as "CITY OF SCRANTON");

AND

500 Lackawanna Development Company, a Pennsylvania limited liability company with offices at 538 Spruce Street, Suite 618, Scranton, PA 18503, (hereinafter referred to as "500 LACKAWANNA").

WHEREAS, on April 19, 2006, the CITY OF SCRANTON entered into Loan Agreement and with 500 LACKAWANNA for a loan in the amount of five hundred fifty thousand (\$550,000.00) dollars from funds made available to the CITY OF SCRANTON through and from the Urban Development Action Grant Program "UDAG" with the United States Department of Housing and Urban Development "HUD" which provides financial aid to the CITY OF SCRANTON, pursuant to the Office of Economic and Community Development Act of 1974, as amended; and

WHEREAS, in connection with the Loan Agreement for a loan in the amount of five hundred fifty thousand (\$550,000.00) dollars, 500 LACKAWANNA executed a Promissory Note dated July 12, 2006 in the amount of five hundred fifty thousand (\$550,000.00) dollars;

WHEREAS, on or about August 4, 2006, 500 LACKAWANNA, upon receipt of the loan proceeds in the amount of five hundred fifty thousand (\$550,000.00) dollars, endorsed and paid over to the CITY OF SCRANTON the total amount of said loan proceeds to be used in the posting of a Bond by the Redevelopment Authority of the City of Scranton to commence three (3) separate Declaration of Taking actions against three (3) separate parcels of real estate on Lackawanna Avenue in the City of Scranton, specifically 500, 504, and 506 Lackawanna Avenue in the Court of Common pleas of Lackawanna County Docketed at No.'s 2006 CIV 3927; 2006 CIV 3926; and 2006 CIV 3924, respectively, in connection with a redevelopment project located on the 500 block of Lackawanna Avenue to be developed and rehabilitate by 500 LACKAWANNA as part of a Developer's Agreement with the CITY OF SCRANTON;

WHEREAS, the loan in the amount of five hundred fifty thousand (\$550,000.00) dollars was based upon the appraised value of the three (3) separate parcels of real estate which were the subject of the Declaration of Taking actions;

WHEREAS, as part of the Developer's Agreement with the CITY OF SCRANTON, 500 LACKAWANNA was to complete improvements with a cost of at least two million dollars

(\$2,000,000.00) to the three (3) separate parcels of real estate on Lackawanna Avenue and other properties on the 500 block of Lackawanna Avenue;

WHEREAS, the CITY OF SCRANTON, negotiated the acquisition of the parcel of real estate located at 500 Lackawanna Avenue PIN 15635-010-023, utilizing funds disbursed from the fifty thousand (\$550,000.00) dollars, loan proceeds mentioned above and were endorsed and paid-over to the CITY OF SCRANTON by 500 LACKAWANNA which resulted discontinued the Declaration of Taking action in the Court of Common pleas of Lackawanna County Docketed at No. 2006 CIV 3927 and tendered a Deed to 500 LACKAWANNA on November 5, 2008;

WHEREAS, the CITY OF SCRANTON was unsuccessful in the remaining Declaration of Taking actions, filed for the parcels located at 504, and 506 Lackawanna Avenue in the Court of Common Pleas of Lackawanna County Docketed at No.'s 2006 CIV 3926; and 2006 CIV 3924; and

WHEREAS, the CITY OF SCRANTON and 500 LACKAWANNA agree to amicably settle any and all of differences and disputes they may have regarding the loan in the amount of five hundred fifty thousand (\$550,000.00) dollars from the CITY OF SCRANTON to 500 LACKAWANNA; the unsuccessful Declaration of Taking actions referred to herein above; and the title to the property located at 500 LACKAWANNA Avenue, Scranton, PA owned by 500 LACKAWANNA, on the terms and conditions set forth herein.

NOW THEREFORE, for the sum of One (\$1.00) Dollars paid by 500 LACKAWANNA to CITY OF SCRANTON and other good and valuable consideration and in consideration of the mutual covenants, promises and agreements herein set forth, the parties hereto, intending to be legally bound hereby mutually agree as follows:

1. The Promissory Note dated July 12, 2006 in the amount of five hundred fifty thousand (\$550,000.00) dollars executed by 500 LACKAWANNA, and made payable to the City of Scranton Office of Economic and Community Development shall be marked satisfied and paid in full. 500 LACKAWANNA will prepare and forward a Satisfaction Piece to be recorded in the Recorder of Deeds office, and 500 LACKAWANNA shall be responsible for any and all recording costs.

2. The Redevelopment Authority of the City of Scranton shall execute a Release and/or Quick Claim Deed for the property located at 500 Lackawanna Avenue, Scranton, PA Tax Map Parcel PIN No. 156.35-010-023 being the more particularly described in the Deed conveyed to 500 LACKAWANNA Development Company dated November 5th 2008 and recorded in the Office of Recorder of Deeds in and for Lackawanna County to Instrument No. 200828261 satisfying and removing the "Under and Subject" conditions, restrictions, and covenants, imposed by the Redevelopment Authority of the City of Scranton, as "Grantee" to convey free and clear fee simple title to 500 LACKAWANNA Development Company for said property. 500 LACKAWANNA shall be solely responsible for all recording costs and all Realty Transfer Taxes incident to recording said Deed.

3. The CITY OF SCRANTON, including the City of Scranton Office of Economic and Community Development does hereby for itself, its agents, successors and assigns, remise, release,

dismiss and forever discharge, with prejudice, 500 Lackawanna Development Company its, agents, attorneys, representatives, subsidiaries, affiliates, successors, heirs, and assigns, of and from any and all manner of actions, and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or in equity, which have been made or could have been made including, but not limited to, any claims that have or may be made or asserted in and arising out of or in connection with the Loan Agreement for a loan in the amount of five hundred fifty thousand (\$550,000.00) dollars, dated April 19, 2006 between the City of Scranton Office of Economic and 500 Lackawanna Development Company and the Promissory Note dated July 12, 2006 in the amount of five hundred fifty thousand (\$550,000.00) dollars executed by 500 Lackawanna Development Company, and made payable to the City of Scranton Office of Economic and Community Development, which have, been or could have been asserted, from the beginning of the world to the date of these presents.

4. The Redevelopment Authority of the City of Scranton does hereby for itself, its agents, successors and assigns, remise, release, dismiss and forever discharge, with prejudice, 500 Lackawanna Development Company its, agents, attorneys, representatives, subsidiaries, affiliates, successors, heirs, and assigns, of and from any and all manner of actions, and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or in equity, which have been made or could have been made including, but not limited to, any claims that have or may be made or asserted in and arising out of or in connection with the Deed conveyed to 500 Lackawanna Development Company dated November 5th 2008 and recorded in the Office of Recorder of Deeds in and for Lackawanna County to Instrument No. 200828261, which have, been or could have been asserted, from the beginning of the world to the date of these presents.

5. 500 Lackawanna Development Company does hereby for itself, its agents, successors, and assigns, remise, release, dismiss and forever discharge, with prejudice, City of Scranton, including the City of Scranton Office of Economic and Community Development its, agents, attorneys, representatives, subsidiaries, affiliates, successors, heirs, and assigns, of and from any and all manner of actions, and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or in equity, which have been made or could have been made including, but not limited to, any claims that have or may be made or asserted in and arising out of or in connection with the Loan Agreement for a loan in the amount of five hundred fifty thousand (\$550,000.00) dollars, dated April 19, 2006 between the City of Scranton Office of Economic and 500 Lackawanna Development Company and the Promissory Note dated July 12, 2006 in the amount of five hundred fifty thousand (\$550,000.00) dollars executed by 500 Lackawanna Development Company, and made payable to the City of Scranton Office of Economic and Community Development, which have, been or could have been asserted, from the beginning of the world to the date of these presents. The parties agree for settlement purposes only, and in order to resolve this matter, that the current balance held by the Redevelopment Authority of the City of Scranton is \$196,706.79 which resulted as follows: purchase price of PIN 15635-010-023 from prior owner +\$273,880.09; Sordoni Fence (safety) = \$2,176.42; payment of litigation fees + \$134,566.59; plus interest of \$58,334.04; less a differential of \$1,004.75.

6. 500 Lackawanna Development Company does hereby for itself, its agents,

successors, and assigns, remise, release, dismiss and forever discharge, with prejudice, the Redevelopment Authority of the City of Scranton, its, agents, attorneys, representatives, subsidiaries, affiliates, successors, heirs, and assigns, of and from any and all manner of actions, and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or in equity, which have been made or could have been made including, but not limited to, any claims that have or may be made or asserted in and arising out of or in connection with the Deed conveyed to 500 Lackawanna Development Company dated November 5th 2008 and recorded in the Office of Recorder of Deeds in and for Lackawanna County to Instrument No. 200828261, which have, been or could have been asserted, from the beginning of the world to the date of these presents.

7. The parties agree that the instant Settlement Agreement and Mutual General Release is contingent upon legislative approval by Council of the City of Scranton as mandated by the City of Council Resolution Number 39 of 2006.

8. 500 LACKAWANNA agrees to either develop the property and/or convert it into green space. 500 LACKAWANNA expressly agrees to maintain the above referenced parcel in accordance with all applicable City of Scranton Codes, including but not limited to the Zoning Code, and with all applicable Ordinances and Resolutions. Furthermore, 500 LACKAWANNA expressly agrees to the following regarding the parking of motor vehicles on the parcel: (a) Any motor vehicle parking is contingent upon the erection of a structure on said parcel; (b) Motor vehicle parking will not be the primary use of the parcel; and (c) Any motor vehicle parking will be confined to an enclosed structure so there will be no exposure of motor vehicle parking on the parcel.

In Witness Whereof, intending to be legally bound hereby, the signatories executed the foregoing Settlement Agreement and Mutual General Release this ____ day of _____, 2019.

COUNTERSIGNED:

CITY OF SCRANTON

Controller
City of Scranton

Mayor City of Scranton

Date: _____

Date: _____

Executive Director
Office of Economic and
Community Development

City Clerk

Date: _____

Date: _____

APPROVE AS TO FORM:

City Solicitor

ATTEST:



Name:

Title: Secretary

Date: 4/3/19

ATTEST:

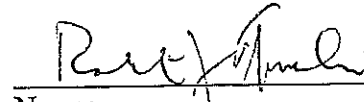


Name:

Date: 4-12-18

Date: _____

**THE REDEVELOPMENT AUTHORITY
OF THE CITY OF SCRANTON**

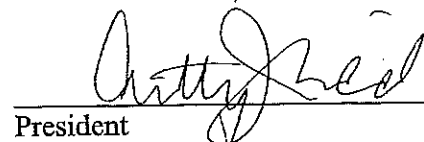


Name:

Title: Chairman

Date: 4-3-19

**500 LACKAWANNA DEVELOPMENT
COMPANY**



President

Date: 4/12/19

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

Date: _____

BY: _____
William L. Courtright, Mayor

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

BY: _____
Jessica L. Eskra, Esq., City Solicitor

Date: _____



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 7, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

JUN 10 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A SETTLEMENT AND MUTUAL GENERAL RELEASE WITH 500 LACKAWANNA DEVELOPMENT COMPANY CONCERNING PROJECT NO. 400.14 FROM THE URBAN DEVELOPMENT ACTION GRANT PROGRAM FOR A LOAN IN THE AMOUNT OF \$550,000.00, PASSED BY RESOLUTION NO. 39, 2006.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT AGREEMENT BY AND BETWEEN THE COUNTY OF LACKAWANNA AND CITY OF SCRANTON PERTAINING TO A COMMUNITY RE-INVEST GRANT #2013-32 (REVISED).

WHEREAS, this Agreement entered into as of this 29th day of May, 2019, by and between the County of Lackawanna, Pennsylvania (hereinafter referred to as the "COUNTY") and the City of Scranton, (hereinafter referred to as the "CITY"); AND

WHEREAS, the Board of Commissioners of Lackawanna County has established the Lackawanna County Community Re-Invest Program (CRP); and

WHEREAS, the Board of Commissioners is interested in assisting local agencies in the revitalization of neighborhoods since they are the foundation for families and community values; and

WHEREAS, the Lackawanna County Community Re-Invest Program has been funded from the County's Economic Development Budget to be made available to municipalities, municipal authorities, and tax-exempt, charitable and educational organizations within the county; and

WHEREAS, City of Scranton has applied for CRP funding pertaining to the purchase and installation of playground equipment, safety surfacing, and ADA accessibility at Fellows Park; and

WHEREAS, the County made available to the City a grant in the amount of \$10,000.00; and

WHEREAS, the Chairman of the Board of Commissioners of Lackawanna County is authorized to execute this Agreement on behalf of the Board of Commissioners of Lackawanna County; and

WHEREAS, the City will use the grant money to carry out the project activities; and

WHEREAS, project activities for purposes of this Agreement mean activities that have been authorized by the County to be performed under this Agreement; and

WHEREAS, such activities include the rehabilitation of the Nay Aug Park Treehouse as contained in the City's letter of February 2018 requesting the repurposing of the original grant funds as approved by the County in March 2014; and

WHEREAS, any cost incurred by the City prior to the execution of this Agreement is incurred by the City's risk; and

WHEREAS, cost for project activities incurred during this Agreement period will be covered by the Agreement; and

WHEREAS, the dates of this Agreement shall be one (1) year from the execution of this Agreement by the County; and

WHEREAS, the parties hereby agree to the terms as outlined in the Grant Agreement attached hereto marked as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate city officials are authorized to execute and enter into a Grant Agreement by and between the County of Lackawanna and City of Scranton pertaining to a Community Re-Invest Grant #2013-32 (REVISED).

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid provision. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the Authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the Home Rule Charter and Optional Plans Law" and any other law arising under the laws of the Commonwealth of Pennsylvania

GRANT AGREEMENT
BY AND BETWEEN
THE COUNTY OF LACKAWANNA
AND
CITY OF SCRANTON
PERTAINING TO
COMMUNITY RE-INVEST GRANT #2013-32 (REVISED)

THIS AGREEMENT, entered into as of this 29th day of May, 2019, by and between the COUNTY OF LACKAWANNA, PENNSYLVANIA (hereinafter referred to as the "COUNTY") and the CITY OF SCRANTON, (hereinafter referred to as the "CITY").

WITNESSETH THAT:

WHEREAS, the Board of Commissioners of Lackawanna County has established the Lackawanna County Community Re-Invest Program [CRP]; and

WHEREAS, the Board of Commissioners is interested in assisting local agencies in the revitalization of neighborhoods since they are the foundation for families and community values; and,

WHEREAS, the Lackawanna County Community Re-Invest Program has been funded from the County's Economic Development Budget to be made available to municipalities, municipal authorities, and tax-exempt, charitable and educational organizations within the county; and

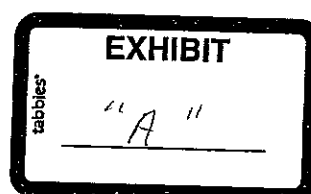
WHEREAS, City of Scranton has applied for CRP funding pertaining to the purchase and installation of playground equipment, safety surfacing, and ADA accessibility at Fellows Park; and

WHEREAS, the COUNTY makes available to the CITY a grant in the amount of \$10,000.

WHEREAS, the Chairman of the Board of Commissioners of Lackawanna County is authorized to execute this Agreement on behalf of the Board of Commissioners of Lackawanna County; and

WHEREAS, the CITY shall use the grant money to carry out the project activities; and

WHEREAS, project activities for purposes of this Agreement mean activities that have been authorized by the COUNTY to be performed under this Agreement; and



WHEREAS, such activities include the rehabilitation of the Nay Aug Park Treehouse as contained in the CITY's letter of February 2018 requesting the repurposing of the original grant funds as approved by the COUNTY in March 2014.

WHEREAS, any cost incurred by the CITY prior to the execution of this agreement is incurred at the CITY's risk; and

WHEREAS, cost for project activities incurred during this Agreement period will be covered by the Agreement; and

WHEREAS, the dates of this Agreement shall be one (1) year from the execution of this Agreement by the COUNTY.

NOW, THEREFORE, the parties hereto intend to be legally bound, do agree as follows:

1. THE COUNTY SHALL:

- a. issue payments to the CITY upon submission of a "Request for Payment" from the CITY for project costs encumbered. The CITY's Request for Payment shall be supported by properly executed vouchers, invoices, cancelled checks, and any other records detailing the nature and propriety of the charge.
- b. subject payments under this Agreement to the performance of all terms and conditions of this Agreement.
- c. reserve the right to deny or adjust payment for any expenditure that is not in accordance with the terms of this Agreement.
- d. not be liable for any expenditure by the CITY that is not for project activities or that is for costs exceeding the amount stated in this Agreement.
- e. reserve the right to perform, or require the CITY to perform, a financial and/or performance audit. Any audit that the CITY is required to perform shall be performed by a certified public accountant in accordance with procedures and standards specified by the COUNTY.

2. THE CITY SHALL:

- a. comply with all applicable Federal and state statutes and regulations and local ordinances.
- b. furnish to the COUNTY progress reports as may be required by the COUNTY within ten (10) days upon request by the COUNTY.
- c. refund to the COUNTY any overpayment of grant funds as determined by the COUNTY.

- d. erect and maintain on the project site a permanent sign acknowledging assistance from the COUNTY. The sign will state that the project was completed by the CITY with financial assistance from the COUNTY. It will identify the grant program and the names of the County Commissioners and display the official county seal. The term "site" means the properties and facilities. The required signage may be incorporated onto any other sign(s) required as part of an additional grant agreement(s) between the CITY and any other state or federal agency.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of the same first above written.

ATTEST:

COUNTY OF LACKAWANNA:

By: _____
Director
Office of Economic Development

GRANTEE (City of Scranton)

By: _____

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

BY: _____
William L. Courtright, Mayor

Date: _____

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

BY: _____
Jessica L. Eskra, Esq., City Solicitor

Date: _____



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 5, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

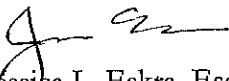
JUN 10 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER
APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT
AGREEMENT BY AND BETWEEN THE COUNTY OF LACKAWANNA AND
CITY OF SCRANTON PERTAINING TO A COMMUNITY RE-INVEST GRANT
#2013-32 (REVISED).

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl